

Board of Supervisors

Ann English
Chairman
District 2

Richard R. Searle
Vice-Chairman
District 3

Patrick G. Call
Supervisor
District 1



Michael J. Ortega
County Administrator

James E. Vlahovich
Deputy County Administrator

Arlathe G. Rios
Clerk

AGENDA FOR REGULAR BOARD MEETING
Tuesday, February 25, 2014 at 10:00 AM
BOARD OF SUPERVISORS HEARING ROOM
1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

ANY ITEM ON THIS AGENDA IS OPEN FOR DISCUSSION AND POSSIBLE ACTION

PLEDGE OF ALLEGIANCE

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

ROLL CALL

Members of the Cochise County Board of Supervisors will attend either in person or by telephone, video or internet conferencing.

Note that some attachments may be updated after the agenda is published. This means that some presentation materials displayed at the Board meeting may differ slightly from the attached version.

CALL TO THE PUBLIC

This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of February 11, 2014.
2. Approve the appointment of the following person as Precinct Committee person for the Republican Party of Cochise County: Precinct #05 BI San Luis, Benny Earl Scott.

County Sheriff

3. Approve Grant Agreement 12-LE-11030518-001 amendment 2 between the USDA Forest Service and the Sheriff's Office and the associated Operating and Financial Plan, 12-LE-11030518-001 for a term of October 1, 2013 through September 30, 2014 in the amount of \$10,357.99 for overtime, employer related expenses and fleet costs for Sheriff's deputies to patrol various recreation areas of the Coronado National Forest.

Court Administration

4. Approve reappointments of Superior Court Judge Pro Tempore, Donna M. Beumler, pursuant to ARS 12-141; Juvenile Court Commissioners/Judges Pro Tempore Margaret Macartney, and Ann Battaglia-Roberts, pursuant to ARS 8-231 and 12-141; and approve authorization to call upon an appropriately appointed Superior Court Judge Pro Tempore from another county in extenuating circumstances pursuant to ARS 12-144; for the period beginning July 1, 2014 to June 30, 2015.

Finance

5. Approve demands and budget amendments for operating transfers.

Procurement

6. Approve the sale of used office furniture declared surplus by the Procurement Department Property Manager, to the Sunnyside Fire Department in the amount of \$100.

Workforce Development

7. Approve the appointment of Cherla Ramsey to the Local Workforce Investment Board to fill an unexpired term, effective immediately and through 6/30/2014.

PUBLIC HEARINGS

Community Development

8. Adopt Zoning Ordinance 14-03, a request to amend the Cochise County Zoning Regulations, Section 1819.02 Water Conservation Measures – Sierra Vista Sub-watershed Overlay Zone.

ACTION

Health & Social Services

9. Approve the Cochise County Medication Disposal Program, a two phase collaborative program between the Cochise County Sheriff's Office (CCSO) and Cochise Health & Social Services (CHSS) with Phase I beginning by May 1, 2014, and approval to move forward with formal research and gathering community support for Phase II.
10. Approve an Intergovernmental Agreement (IGA) Contract No. ADHS14-063015 between Cochise Health and Social Services (CHSS) and Arizona Department of Health Services (ADHS) for the Public Health Department Accreditation project effective January 6, 2014 - September 30, 2014 in the amount of \$44,800.

STATE & FEDERAL LEGISLATION

11. Discussion and possible action regarding state and federal legislative matters, including but not limited to the items in the attached County Supervisors Association Legislative Policy Committee Agenda and the proposed State budget.

REPORT BY MICHAEL J. ORTEGA, COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Report by District 2 Supervisor, Ann English

Report by District 3 Supervisor, Richard Searle

Pursuant to the Americans with Disabilities Act (ADA), Cochise County does not, by reason of a disability, exclude from participation in or deny benefits or services, programs or activities or discriminate against any qualified person with a disability. Inquiries regarding compliance with ADA provisions, accessibility or accommodations can be directed to Chris Mullinax, Safety/Loss Control Analyst at (520) 432-9720, FAX (520) 432-9716, TDD (520) 432-8360, 1415 Melody Lane, Building F, Bisbee, Arizona 85603.

Cochise County - 1415 Melody Lane, Building G - Bisbee, Arizona 85603
(520) 432-9200 - Fax (520) 432-5016 - Email: board@cochise.az.gov
www.cochise.az.gov

"PUBLIC PROGRAMS, PERSONAL SERVICE"

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 02/25/2014

Minutes

Submitted By: Cathy Davis, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate
or Basis for Support?:

Information

Agenda Item Text:

Approve the Minutes of the regular meeting of the Board of Supervisors of February 11, 2014.

Background:

Minutes

Department's Next Steps (if approved):

Signed minutes routed for processing and posted on the internet.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

Send to the Recorder's Office for microfiche purposes.

Budget Information

*Information about available funds*Budgeted: ☐Funds Available: ☐

Amount Available:

Unbudgeted: ☐Funds NOT Available: ☐Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

WarrantsMinutes

Cochise Co. Demands 2.11.14

76294	01/22/2014	AZ Department of Revenue	\$84.35	76371	01/23/2014	Lamoree, Candace Jean	\$390.00
76295	01/22/2014	CitiFinancial-Chandler	\$35.61	76372	01/23/2014	Language Line Services, Inc.	\$51.77
76296	01/22/2014	Cochise County/Sheakley/National Bank	\$8,415.67	76373	01/23/2014	Levitt, Harriette P.	\$345.00
76297	01/22/2014	Colonial Supplemental Insurance	\$11.50	76374	01/23/2014	LexisNexis Matthew Bender	\$2,660.70
76298	01/22/2014	Correction Officers	\$287.61	76375	01/23/2014	LexisNexis Matthew Bender	\$48.63
76299	01/22/2014	DCS	\$359.65	76376	01/23/2014	Lopez Towing	\$285.00
76300	01/22/2014	General Revenue Corporation	\$128.85	76377	01/23/2014	Lowell A. Jensen, PLC	\$1,200.00
76301	01/22/2014	GMAC, c/o Jennifer A. Christie	\$20.72	76378	01/23/2014	McDonald, Roland, J.	\$100.00
76302	01/22/2014	NACO West	\$22,770.39	76379	01/23/2014	McEachern, Janelle Esq	\$800.00
76303	01/22/2014	NYS Child Support Processing Center	\$49.00	76380	01/23/2014	McGowan, Mark J.	\$20,000.00
76304	01/22/2014	Pre-paid Legal Services, Inc. dba LegalShield	\$1,660.06	76381	01/23/2014	Merle's Automotive Supply, Inc.	\$3,257.13
76305	01/22/2014	Public Safety Retirement Syst	\$359.06	76382	01/23/2014	Merle's Automotive Supply, Inc.	\$955.81
76306	01/22/2014	Public Safety Retirement Syst	\$1,231.94	76383	01/23/2014	Miramonte AZ	\$1,177.94
76307	01/22/2014	Support Payment Clearinghouse	\$5,905.89	76384	01/23/2014	Mundt, Lester E.	\$14.56
76308	01/22/2014	TIAA-CREF as agent for JPMorgan Chase	\$4,120.00	76385	01/23/2014	Natale, Gail Gianasi	\$50.00
76309	01/22/2014	U.S. Department of Education	\$160.79	76386	01/23/2014	National Pen Company	\$134.90
76310	01/22/2014	United Way	\$80.00	76387	01/23/2014	NI Government Services Inc	\$351.53
76311	01/22/2014	AZ Public Service (APS)	\$3,082.20	76388	01/23/2014	Nina L. Caples, P.C.	\$2,332.60
76312	01/22/2014	AZ Water Company	\$6,840.94	76389	01/23/2014	O'Rielly Chevrolet, Inc.	\$136.59
76313	01/22/2014	Bank of New York	\$67,412.50	76390	01/23/2014	Occupational Health Centers of the Southwest, P.A.	\$146.31
76314	01/22/2014	Bisbee, City of	\$904.40	76391	01/23/2014	Office of Vital Records	\$3,860.00
76315	01/22/2014	CenturyLink	\$112.08	76392	01/23/2014	Prudential Overall Supply	\$228.81
76316	01/22/2014	Clear Springs Utility, Inc.	\$67.64	76393	01/23/2014	Prudential Overall Supply	\$106.25
76317	01/22/2014	Sierra Vista, City of	\$1,973.36	76394	01/23/2014	Purcell's Western State Tire Company	\$13,502.31
76318	01/22/2014	Sulphur Springs Valley Elec Coop, Inc.	\$10,608.11	76395	01/23/2014	Recorded Books, LLC	\$111.37
76319	01/22/2014	Sulphur Springs Valley Elec Coop, Inc.	\$1,338.43	76396	01/23/2014	RF Eye PC dba Cochise Eye & Laser	\$110.00
76320	01/22/2014	Thomson West	\$1,846.00	76397	01/23/2014	Robertson, Bonita Shirley	\$1,500.00
76321	01/22/2014	Valley Telephone Cooperative, Inc.	\$123.29	76398	01/23/2014	Ross, Ramiro	\$30.46
76322	01/22/2014	Cochise County Finance Revolving Fund	\$13.00	76399	01/23/2014	RWC International, LTD	\$2,692.25
76323	01/22/2014	Housing Authority of Cochise County	\$34,250.00	76400	01/23/2014	Safelite Autoglass Corp.	\$502.10
76324	01/23/2014	Alaskan Home Services	\$37.50	76401	01/23/2014	Safeway Stores Inc.	\$52.13
76325	01/23/2014	AZ Association of County Recorders	\$75.00	76402	01/23/2014	Sassy Transport LLC	\$181.00
76326	01/23/2014	AZ Department of Corrections - Douglas	\$3,157.26	76403	01/23/2014	Schlesinger, Aaron	\$294.50
76327	01/23/2014	AZ Department of Corrections - Douglas	\$615.09	76404	01/23/2014	Scott Rumel Architect	\$7,665.99
76328	01/23/2014	AZ Dept of Corrections ASPC-Tucson	\$162.00	76405	01/23/2014	Senergy Petroleum LLC	\$15,119.92
76329	01/23/2014	AZ State Law Journal	\$45.00	76406	01/23/2014	Senergy Petroleum LLC	\$6,825.30
76330	01/23/2014	AZ State Prison Complex - Fort Grant	\$1,615.00	76407	01/23/2014	Shoemaker, Brad	\$325.00
76331	01/23/2014	AZ State Prison Complex - Fort Grant	\$117.03	76408	01/23/2014	Sierra Vista Regional Health Center	\$108.00
76332	01/23/2014	AZ State Prison Complex - Fort Grant	\$230.00	76409	01/23/2014	Sierra Vista, City of	\$87.57
76333	01/23/2014	Audio Editions	\$340.33	76410	01/23/2014	Simmons, Sylvia	\$180.00
76334	01/23/2014	Baker & Taylor, Inc.	\$1,526.24	76411	01/23/2014	Sparkletts	\$29.05
76335	01/23/2014	Banning Creek Enterprises, LLC	\$5,552.10	76412	01/23/2014	Sparkletts	\$11.84
76336	01/23/2014	BATTEE, RAY	\$200.00	76413	01/23/2014	Sparkletts	\$17.75
76337	01/23/2014	Beacon Secure	\$200.00	76414	01/23/2014	Sparkletts	\$92.00
76338	01/23/2014	Benson Police Department	\$490.00	76415	01/23/2014	Sparkletts	\$10.15
76339	01/23/2014	BI Incorporated	\$1,200.47	76416	01/23/2014	Sparkletts	\$43.00
76340	01/23/2014	Bisbee Observer	\$51.33	76417	01/23/2014	Sparkletts	\$38.26
76341	01/23/2014	Bockhorst, Roland P.	\$16.46	76418	01/23/2014	Staples	\$960.78
76342	01/23/2014	Bourke, Nancy	\$5,890.57	76419	01/23/2014	Target Commercial Interiors	\$72.62
76343	01/23/2014	Canyon Building & Design, LLC	\$116,035.20	76420	01/23/2014	Thomson West	\$254.25
76344	01/23/2014	Cardinal Health Inc.	\$1,649.51	76421	01/23/2014	Thorn Law Office	\$2,656.25
76345	01/23/2014	CenturyLink	\$69.11	76422	01/23/2014	Titan Machinery Inc.	\$1,667.27
76346	01/23/2014	CenturyLink	\$791.44	76423	01/23/2014	Tombstone Gold & Silver, Inc.	\$2,978.21
76347	01/23/2014	Cochise Auto Parts, Inc.	\$176.71	76424	01/23/2014	TracStar	\$567.00
76348	01/23/2014	Cochise County Treasurer / Petty Cash	\$75.19	76425	01/23/2014	Tucson Medical Center	\$1,184.00
76349	01/23/2014	Cook, Travis, W.	\$100.00	76426	01/23/2014	Tucson Medical Center	\$2,325.00
76350	01/23/2014	Copper Queen Community Hospital	\$268.02	76427	01/23/2014	Tucson Medical Center	\$775.00
76351	01/23/2014	Culligan of Tucson	\$95.40	76428	01/23/2014	Tucson Medical Center	\$118.41
76352	01/23/2014	Desert Hawk Publications, Inc.	\$1,200.00	76429	01/23/2014	U.S. Healthworks Medical Group of AZ, PC	\$169.00
76353	01/23/2014	Desert Scale & Weighing Equipment, Inc.	\$1,561.99	76430	01/23/2014	UniFirst Corporation	\$161.26
76354	01/23/2014	Diebold Incorporated	\$585.00	76431	01/23/2014	United Fire Equipment Co	\$67.14
76355	01/23/2014	Douglas Police Department	\$3,290.45	76432	01/23/2014	United Parcel Service	\$4.92
76356	01/23/2014	EBSCO Subscription Service	\$1,403.16	76433	01/23/2014	United Pathology Inc.	\$20.67
76357	01/23/2014	Ellis Towing LLC	\$129.00	76434	01/23/2014	University Physicians Healthcare, Inc.	\$37.70
76358	01/23/2014	Ellis Towing LLC	\$197.00	76435	01/23/2014	University Physicians Healthcare, Inc.	\$1,000.00
76359	01/23/2014	Empire Southwest LLC	\$373.10	76436	01/23/2014	University Physicians Healthcare, Inc.	\$1,018.00
76360	01/23/2014	Federal Express Corporation	\$17.06	76437	01/23/2014	University Physicians Healthcare, Inc.	\$6,750.00
76361	01/23/2014	Franklin Refrigeration Service	\$247.14	76438	01/23/2014	Valley Telephone Cooperative, Inc.	\$190.47
76362	01/23/2014	Granite Construction Company	\$874.38	76439	01/23/2014	VCA Apache Animal Hospital	\$48.30
76363	01/23/2014	Hamilton, Linda T.	\$950.00	76440	01/23/2014	Vulcan Incorporated	\$1,425.00
76364	01/23/2014	Hecke, Curtis	\$50.00	76441	01/23/2014	Watkins, Robert	\$700.00
76365	01/23/2014	HOV Services/Lason Systems	\$100.83	76442	01/23/2014	Watson Chevrolet	\$878.65
76366	01/23/2014	IBM	\$9,523.79	76443	01/23/2014	Willcox Auto Parts Inc.	\$149.47
76367	01/23/2014	IBM	\$2,200.24	76444	01/23/2014	Willcox Auto Parts Inc.	\$788.91
76368	01/23/2014	Interstate Battery	\$982.20	76445	01/23/2014	Wood, Amanda M.	\$150.00
76369	01/23/2014	Kathy N. Bell, N.P.	\$1,400.00	76446	01/23/2014	WR Ryan Company	\$4,742.82
76370	01/23/2014	Keefe Supply Company	\$4,848.07				

76447	01/23/2014	AZ Department of Transportation	\$10.00	76525	01/30/2014	Bisbee Observer	\$58.94
76448	01/23/2014	Ballard, Jane	\$50.00	76526	01/30/2014	Bisbee Towing	\$250.00
76449	01/23/2014	Blackwell, Patricia Rawson	\$33.61	76527	01/30/2014	Bockhorst, Roland P.	\$16.35
76450	01/23/2014	Bruner, Fred	\$5.04	76528	01/30/2014	Canyon State Wireless Inc.	\$902.50
76451	01/23/2014	Casteel, Joann	\$5.04	76529	01/30/2014	Catholic Community Services Southern AZ, Inc.	\$718.00
76452	01/23/2014	Choate, Miles Roger	\$45.83	76530	01/30/2014	CenturyLink	\$66.16
76453	01/23/2014	Cochise County Sheriff's Department	\$43.93	76531	01/30/2014	CenturyLink	\$160.70
76454	01/23/2014	ENCINAS, MARCELINO	\$700.00	76532	01/30/2014	CenturyLink	\$106.72
76455	01/23/2014	Flannigan, Ana	\$97.48	76533	01/30/2014	CenturyLink	\$248.68
76456	01/23/2014	Jones, Dale	\$43.13	76534	01/30/2014	CenturyLink	\$32.18
76457	01/23/2014	Kolen, Harriet H.	\$40.84	76535	01/30/2014	CenturyLink	\$1,748.00
76458	01/23/2014	Meyers, Leilanie	\$10.86	76536	01/30/2014	CenturyLink	\$609.74
76459	01/23/2014	Muler, Robert	\$10.00	76537	01/30/2014	CenturyLink	\$130.31
76460	01/23/2014	Reed, Elizabeth	\$5.04	76538	01/30/2014	Christopher Hitchcock PLC	\$137.50
76461	01/23/2014	Reynolds, Warren or Donna	\$5.04	76539	01/30/2014	Cochise County Health & Social Services	\$200.00
76462	01/23/2014	Rocha, Mario F.	\$5.05	76540	01/30/2014	Cochise Floor Covering	\$1,757.65
76463	01/23/2014	Sierra Vista, City of	\$10.00	76541	01/30/2014	Coronado RC&D	\$150.00
76464	01/23/2014	US Postmaster - AZ Jet-Mail	\$1,425.03	76542	01/30/2014	Crafco, Inc.	\$26,810.51
76465	01/23/2014	Walmart	\$11.52	76543	01/30/2014	DeConcini McDonald Yetwin & Lacy, P.C.	\$487.50
76466	01/23/2014	Whitworth, Lori	\$33.61	76544	01/30/2014	Dell Marketing LP	\$15,047.63
76467	01/23/2014	Wilson, Beverly Jean	\$89.53	76545	01/30/2014	Demco Inc.	\$421.94
76468	01/23/2014	Acuna, Gloria	\$394.40	76546	01/30/2014	Deneke, Buffy	\$300.00
76469	01/23/2014	Barnard, Helen	\$32.70	76547	01/30/2014	Diehl, Helene Joyce	\$66.50
76470	01/23/2014	Berry, Trudy	\$380.56	76548	01/30/2014	DiRoberto, Joseph	\$3,059.74
76471	01/23/2014	Brauchla, Gary	\$65.18	76549	01/30/2014	Emily Lorna Danies, Esq.	\$1,200.00
76472	01/23/2014	Cervantes, Tim	\$18.82	76550	01/30/2014	Empire Southwest LLC	\$496.71
76473	01/23/2014	Dunlap, Mary Ellen	\$120.40	76551	01/30/2014	Federal Express Corporation	\$33.24
76474	01/23/2014	Edie, Patricia	\$41.10	76552	01/30/2014	Federal Express Corporation	\$24.14
76475	01/23/2014	Garcia, Joe	\$5.71	76553	01/30/2014	Freeway Chevron Service Station	\$14.30
76476	01/23/2014	Gilligan, Judith	\$87.00	76554	01/30/2014	Golf Cars of AZ	\$1,144.51
76477	01/23/2014	Housh, Pamela	\$166.75	76555	01/30/2014	Granite Construction Company	\$3,984.93
76478	01/23/2014	Lynch, Jim	\$26.10	76556	01/30/2014	Hancock, Charles	\$106.96
76479	01/23/2014	Martzke, James	\$69.89	76557	01/30/2014	Honeman, Van G. RDR	\$300.00
76480	01/23/2014	McCleave, Keturah	\$109.62	76558	01/30/2014	Huachuca City, Town of	\$11,255.70
76481	01/23/2014	Miller, Carmen	\$49.50	76559	01/30/2014	Hughes, Wendell M.	\$6,760.00
76482	01/23/2014	Murray, Michelle	\$56.84	76560	01/30/2014	Interstate Battery	\$341.43
76483	01/23/2014	Sturm, Norman	\$68.00	76561	01/30/2014	JE Fuller/Hydrology & Geomorphology, Inc.	\$500.00
76484	01/23/2014	Wales, Shawn	\$24.30	76562	01/30/2014	JE Fuller/Hydrology & Geomorphology, Inc.	\$1,100.00
76485	01/23/2014	Weissler, Liza Y.	\$21.73	76563	01/30/2014	JE Fuller/Hydrology & Geomorphology, Inc.	\$24,800.52
76486	01/23/2014	Young, Albert	\$33.99	76564	01/30/2014	John William Lovell, PC	\$1,839.90
76487	01/29/2014	CenturyLink	\$33.08	76565	01/30/2014	Judicial Dialog Systems	\$6,292.85
76488	01/29/2014	Aqua Life	\$9.00	76566	01/30/2014	Keefe Supply Company	\$1,688.45
76489	01/29/2014	AZ Public Service (APS)	\$946.61	76567	01/30/2014	Kelly, Peter A.	\$13,261.52
76490	01/29/2014	AZ Water Company	\$2,167.80	76568	01/30/2014	Kiwanis White Water Club of Cochise County	\$2,000.00
76491	01/29/2014	Bella Vista Water Company-Liberty Water	\$992.83	76569	01/30/2014	Law Offices of Joseph Mendoza PLLC	\$4,667.25
76492	01/29/2014	Benson, City of	\$604.19	76570	01/30/2014	LexisNexis Matthew Bender	\$6,372.82
76493	01/29/2014	CenturyLink	\$32.24	76571	01/30/2014	Logicalis, Inc.	\$18,662.26
76494	01/29/2014	CenturyLink	\$2,586.33	76572	01/30/2014	Mattson, Luanne	\$2,900.00
76495	01/29/2014	CenturyLink	\$64.48	76573	01/30/2014	Mead, Cathy	\$680.00
76496	01/29/2014	CenturyLink	\$64.36	76574	01/30/2014	Merle's Automotive Supply, Inc.	\$1,044.28
76497	01/29/2014	Pueblo del Sol Water Company	\$118.67	76575	01/30/2014	Nyander, Penny Sue	\$305.20
76498	01/29/2014	Southwest Gas Corporation	\$100.84	76576	01/30/2014	O'Rielly Chevrolet, Inc.	\$28.10
76499	01/29/2014	Sulphur Springs Valley Elec Coop, Inc.	\$3,278.83	76577	01/30/2014	Presidio Counseling, Inc.	\$123.75
76500	01/29/2014	Sulphur Springs Valley Elec Coop, Inc.	\$51.84	76578	01/30/2014	Prisoner Trans Services America LLC (PTS)	\$3,693.70
76501	01/29/2014	Sulphur Springs Valley Elec Coop, Inc.	\$2,009.42	76579	01/30/2014	Prudential Overall Supply	\$145.76
76502	01/29/2014	Valley Telephone Cooperative, Inc.	\$1,182.07	76580	01/30/2014	Prudential Overall Supply	\$75.82
76503	01/29/2014	Valley Telephone Cooperative, Inc.	\$55.89	76581	01/30/2014	Ralph Malanga, PC	\$695.00
76504	01/29/2014	Verizon Wireless	\$216.60	76582	01/30/2014	Recorded Books, LLC	\$941.87
76505	01/30/2014	AOC Corrections Officer Retire	\$18,073.63	76583	01/30/2014	Reed, Cynthia - Court Reporter	\$103.60
76506	01/30/2014	Correction Officers	\$15,759.91	76584	01/30/2014	Rivera, Michelle	\$70.21
76507	01/30/2014	Public Safety Retirement Syst	\$81,743.94	76585	01/30/2014	Robert J. Zohlmann, Esq.	\$2,875.00
76508	01/30/2014	Public Safety Retirement Syst	\$22,262.56	76586	01/30/2014	Robertson, Bonita Shirley	\$1,200.00
76509	01/30/2014	Adele Drumlevitch, Attorney-At-Law	\$3,525.00	76587	01/30/2014	Ronald Zack PLC	\$3,241.60
76510	01/30/2014	ALTA Land Survey, Inc.	\$4,320.00	76588	01/30/2014	Ross, Ramiro	\$73.87
76511	01/30/2014	AZ Association of Counties	\$75.00	76589	01/30/2014	San Simon Fire Department	\$1,980.00
76512	01/30/2014	AZ Department of Corrections - Douglas	\$72.25	76590	01/30/2014	Schlesinger, Aaron	\$806.40
76513	01/30/2014	AZ Department of Corrections - Douglas	\$436.50	76591	01/30/2014	Senergy Petroleum LLC	\$18,350.49
76514	01/30/2014	AZ Department of Corrections - Douglas	\$51.00	76592	01/30/2014	Senergy Petroleum LLC	\$18,383.75
76515	01/30/2014	AZ Department of Corrections - Douglas	\$8.00	76593	01/30/2014	Sierra Vista Regional Health Center	\$162.00
76516	01/30/2014	AZ Department of Corrections - Douglas	\$48.00	76594	01/30/2014	Simmons, Sylvia	\$315.00
76517	01/30/2014	AZ Dept of Corrections ASPC-Tucson	\$72.50	76595	01/30/2014	Simplex Grinnell LP	\$1,273.32
76518	01/30/2014	AZ Public Service (APS)	\$1,765.17	76596	01/30/2014	Southeastern AZ Contractors Assoc (SACA)	\$15.00
76519	01/30/2014	AZ Supreme Court	\$142.60	76597	01/30/2014	Southwest Hazard Control Incorporated	\$2,779.00
76520	01/30/2014	Asociacion Mayab	\$90.00	76598	01/30/2014	Sparkletts	\$29.52
76521	01/30/2014	Audio Editions	\$118.26	76599	01/30/2014	Staples	\$1,052.14
76522	01/30/2014	Baker & Taylor, Inc.	\$1,103.89	76600	01/30/2014	State Farm Insurance	\$120.00
76523	01/30/2014	Banning Creek Enterprises, LLC	\$3,543.36	76601	01/30/2014	Stericycle Inc.	\$399.90
76524	01/30/2014	Becker, Judith V. PH.D.	\$1,875.00	76602	01/30/2014	Sulphur Springs Valley Elec Coop, Inc.	\$783.88

76603	01/30/2014	Thomson West	\$6,274.11
76604	01/30/2014	Thomson West	\$872.37
76605	01/30/2014	Tombstone Gold & Silver, Inc.	\$3,285.11
76606	01/30/2014	Toshiba Business Solutions	\$184.43
76607	01/30/2014	Trejo Refrigeration and Electrical Inc.	\$3,569.47
76608	01/30/2014	UniFirst Corporation	\$446.64
76609	01/30/2014	United Parcel Service	\$16.61
76610	01/30/2014	USDA, APHIS	\$16,301.93
76611	01/30/2014	Valiquette, Matthew	\$100.00
76612	01/30/2014	Valley Security Service, Inc.	\$730.10
76613	01/30/2014	Valley Security Service, Inc.	\$1,362.30
76614	01/30/2014	Valley Telephone Cooperative, Inc.	\$234.63
76615	01/30/2014	Verizon Wireless	\$809.36
76616	01/30/2014	Walmart	\$113.77
76617	01/30/2014	Watson Chevrolet	\$1,317.21
76618	01/30/2014	Waxie Sanitary Supply	\$1,616.14
76619	01/30/2014	Willcox Auto Parts Inc.	\$376.43
76620	01/30/2014	Wingfield, Robert E.	\$100.00
76621	01/30/2014	WR Ryan Company	\$1,945.43
76622	01/30/2014	AZ Secretary of State	\$43.00
76623	01/30/2014	AZ Secretary of State	\$43.00
76624	01/30/2014	Callahan-English, Marsha	\$405.35
76625	01/30/2014	Cochise County Finance Revolving Fund	\$5.00
76626	01/30/2014	Cochise County Sheriff's Department	\$1,820.65
76627	01/30/2014	Coleman, Alexander David	\$30.00
76628	01/30/2014	Hathaway, Andrew	\$405.35
76629	01/30/2014	Hogan, Philip	\$405.35
76630	01/30/2014	Hopper Jr., Albert N	\$8,000.00
76631	01/30/2014	Jones, Toby James	\$55.00
76632	01/30/2014	Lindstrom, Jason	\$460.00
76633	01/30/2014	Mock, Tyson	\$2,500.00
76634	01/30/2014	Mullinax, Chris	\$285.17
76635	01/30/2014	Munsey, Leslie	\$126.04
76636	01/30/2014	Pioneer Title Agency	\$1,400.00
76637	01/30/2014	Pioneer Title Agency	\$1,200.00
76638	01/30/2014	Pioneer Title Agency	\$75.00
76639	01/30/2014	Reeves, Barbara	\$593.97
76640	01/30/2014	Reibschied, Brando	\$350.15
76641	01/30/2014	Wisehart, Dale	\$100.00
76642	01/30/2014	Balke, Linda	\$61.00
76643	01/30/2014	Bannon, Terry	\$51.00
76644	01/30/2014	Enriquez, Karen	\$29.34
76645	01/30/2014	Eveningred, Jessica	\$24.00
76646	01/30/2014	Godfrey, Marilyn	\$97.15
76647	01/30/2014	Hagle, Suzanne	\$85.00
76648	01/30/2014	Itule-Klasen, Lee	\$127.14
76649	01/30/2014	Lacombe, Kathleen A.	\$196.04
76650	01/30/2014	Munoz, Ana Angelica	\$289.80
76651	01/30/2014	Ortega, Michael J.	\$61.00
76652	01/30/2014	Tomlinson, Cheryl	\$24.00
76653	01/30/2014	Valenzuela, Esther	\$105.72
76654	02/04/2014	Ortega, Michael J.	\$1,423.52
76655	02/04/2014	CitiFinancial-Chandler	\$35.61
76656	02/04/2014	Cochise County/Sheakley/National Bank	\$3,287.98
76657	02/04/2014	Colonial Supplemental Insurance	\$11.50
76658	02/04/2014	Correction Officers	\$287.61
76659	02/04/2014	DCS	\$359.65
76660	02/04/2014	General Revenue Corporation	\$128.85
76661	02/04/2014	GMAC, c/o Jennifer A. Christie	\$20.72
76662	02/04/2014	Gurstel Chargo PA	\$224.15
76663	02/04/2014	NACO West	\$22,490.39
76664	02/04/2014	NYS Child Support Processing Center	\$49.00
76665	02/04/2014	Pre-paid Legal Services, Inc. dba LegalShield	\$1,676.02
76666	02/04/2014	Public Safety Retirement Syst	\$345.83
76667	02/04/2014	Public Safety Retirement Syst	\$1,231.94
76668	02/04/2014	Support Payment Clearinghouse	\$5,664.80
76669	02/04/2014	TIAA-CREF as agent for JPMorgan Chase	\$4,120.00
76670	02/04/2014	U.S. Department of Education	\$160.79
76671	02/04/2014	United Way	\$80.00

**PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS
REGULAR MEETING HELD ON
Tuesday, February 11, 2014**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, February 11, 2014 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

Present: Ann English, Chairman; Richard R. Searle, Vice-Chairman; Patrick G. Call, Supervisor
Staff Michael J. Ortega, County Administrator; James E. Vlahovich, Deputy County
Present: Administrator; Adam Ambrose, Deputy Civil County Attorney; Arlethe G. Rios, Clerk of the Board

Chairman English called the meeting to order at 10:00 a.m.

ANY ITEM ON THIS AGENDA IS OPEN FOR DISCUSSION AND POSSIBLE ACTION

PLEDGE OF ALLEGIANCE

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

CALL TO THE PUBLIC

Chairman English opened the call to the public.

Mr. Jack Cook addressed the Board on matters of personal concern.

Mr. Steve Scheumann addressed the board regarding trail etiquette.

No one else chose to speak and Chairman English closed the call to the public.

This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of January 28, 2014.
2. Adopt Resolution 14-05 to designate the Bay Acres Townsite as a Colonia under the Cranston-Gonzales National Affordable Housing Act of 1990.

County Attorney

3. Approve the proposed settlement of the Tax Appeal in Flying H Ranch, LLC v. Cochise County, ST2013-000546, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

Finance

4. Approve demands and budget amendments for operating transfers.

Warrants Nos. 76487-76504, 76509-76654, 76672-76696, 76698-76881 were issued in the amount of \$928,115.63. The voided warrants are listed below:

<u>Fund</u>	<u>Vendor</u>	<u>Amount</u>
501	Marc Denney	\$150.00
505	AZ Dept of Environmental Quality	1000.00
239	Ana Angelica Munoz	289.80

Pursuant to A.R.S. §11-217(C), the published minutes shall include all demands and warrants approved by the Board in excess of one thousand dollars except that multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period shall also be published.

Housing Authority

5. Approve a Subcontract Agreement between the Housing Authority of Cochise County and Community Partnership of Southern Arizona for the Hogar Housing Program effective December 1, 2013 to September 30, 2014 in a not to exceed amount of \$81,116.91.
6. Approve a Subcontract Agreement between the Housing Authority of Cochise County and Community Partnership of Southern Arizona for the Casa Housing Program effective December 1, 2013 to June 30, 2014 in a not to exceed amount of \$97,000.

Workforce Development

7. Approve Amendment #13 to Title IB Adult, Youth, and Dislocated Worker contract DE111004001 between Cochise County and the Arizona Department of Economic Security for the Workforce Investment Act (WIA) Service Delivery Area from July 1, 2013 to June 30, 2014.

Vice-Chairman Searle moved to approve items 1-7 on the consent agenda. Supervisor Call seconded the motion and it carried unanimously.

PUBLIC HEARINGS

Community Development

8. Adopt Zoning Ordinance 14-03, a request to amend the Cochise County Zoning Regulations, Section 1819.02 Water Conservation Measures – Sierra Vista Sub-watershed Overlay Zone.

Chairman English opened the public hearing.

Mr. Steve Scheumann, Sierra Vista resident, stated he was in favor of the water conservation measures.

No one else chose to speak and Chairman English asked for a motion to table the item pending a work session discussion.

Supervisor Call moved to table this item until the February 25, 2014 Board meeting. Vice-Chairman Searle seconded the motion.

Chairman English called for the vote and it carried 3-0.

ACTION

Board of Supervisors

9. Approve a \$5,000 assessment to the County Supervisors Association (CSA) building maintenance fund for fiscal year 13-14.

Vice-Chairman Searle moved to approve a \$5,000 assessment to the County Supervisors Association (CSA) building maintenance fund for fiscal year 13-14. Supervisor Call seconded the motion.

Mr. Ortega, County Administrator, presented this item. Mr. Ortega explained that CSA asked for this fund in order to remodel the building and acquire more technology to better serve its members. He clarified that the \$5,000 was for this fiscal year and that he would bring future funding for this project during the regular budget discussions for the next fiscal year.

Vice-Chairman Searle was concerned about funding for future requests and noted that he would need more detailed information from CSA.

Chairman English called for the vote it carried 3-0.

STATE & FEDERAL LEGISLATION

10. Discussion and possible action regarding state and federal legislative matters, including but not limited to the items in the attached County Supervisors Association Legislative Policy Committee Agenda and the proposed State budget.

Vice-Chairman Searle noted that Senator Gail Griffin had introduced senate bill 1483 stating that a county with at least 125,000 citizens should allow its citizens to vote on whether or not they want to go from a three member board to a five member board.

Mr. Ortega stated that the County's concerns about costs associated with adding two board members had been sent to CSA.

The Board agreed that this was of major concern due mainly to the additional costs that could be incurred by the citizens of the County and asked Mr. Ortega to track this issue and bring it as a formal agenda item in a future meeting so that the Board may send an official message.

REPORT BY MICHAEL J. ORTEGA, COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS

Mr. Ortega reported on the assessed values received from the County Assessor and said that the decrease in values translated to a reduction of \$1.3 million in tax revenue for the 2014-2015 fiscal year.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Supervisor Call deferred his report.

Report by District 2 Supervisor, Ann English

Chairman English deferred her report.

Report by District 3 Supervisor, Richard Searle

Vice-Chairman Searle commented positively on the events he attended last week in Willcox.

Chairman English adjourned the meeting at 10:31 a.m.

APPROVED:

Ann English, Chairman

ATTEST:

Arlethe G. Rios, Clerk of the Board

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 02/25/2014

Republican Precinct Committee Members

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate
or Basis for Support?:

Information

Agenda Item Text:

Approve the appointment of the following person as Precinct Committee person for the Republican Party of Cochise County: Precinct #05 BI San Luis, Benny Earl Scott.

Background:

Requested by the Cochise County Republican Committee and verified as eligible by the County Elections department.

Department's Next Steps (if approved):

Send letters to those approved with copies to Elections and to the Cochise County Republican Party.

Impact of NOT Approving/Alternatives:

Vacancies will exist in these positions.

To BOS Staff: Document Disposition/Follow-Up:

Send letters to committee members.

Budget Information

Information about available funds

Budgeted: ☐Funds Available: ☐

Amount Available:

Unbudgeted: ☐Funds NOT Available: ☐Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

PC Verification

PRECINCT COMMITTEEMEN VERIFICATION FORM
1-21-2014

LAST NAME	FIRST NAME	MIDDLE NAME	ADDRESS/PO BOX	PARTY	PRECINCT	# PC NEEDED	CURRENT # OF PC	APPROVE	DO NOT APPROVE	DATE	INITIALS
Scott	Bennie	Earl	P.O. Box 5116	Rep	#05 BI DON LUIS	4	1	X		1/21/2014	mlr
513 Harrison Avenue Bisbee, AZ 85603											

Cochise County Republican Committee
Post Office Box 615
Sierra Vista, AZ 85636-0615



December 19, 2013

Cochise County Board of Supervisors
1415 Melody Lane, Building G
Bisbee, AZ 85603

Supervisors,

I recommend the following individual be appointed as Cochise County
Republican Committeeman:

Bennie Earl Scott
513 Harrison Avenue
Bisbee, AZ 85603

Precinct # 5 BI Don Luis

Regards,

A handwritten signature in blue ink, appearing to read "Casey Jones".

Chairman, Cochise County Republican Committee
520-249-34487

RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS

2013 DEC 23 A 11:33

1-21-2014
CHRIE
OK

Regular Board of Supervisors Meeting

Meeting Date: 02/25/2014

Cooperative and Financial Plan for Forest Patrol

Submitted By: Mark Genz, County Sheriff

Department: County Sheriff

Presentation:

Recommendation:

Document Signatures:

of ORIGINALS 3
Submitted for Signature:

NAME
of PRESENTER:

TITLE
of PRESENTER:

Docket Number (If applicable):

Mandated Function?:

Source of Mandate
or Basis for Support?:

Information

Agenda Item Text:

Approve Grant Agreement 12-LE-11030518-001 amendment 2 between the USDA Forest Service and the Sheriff's Office and the associated Operating and Financial Plan, 12-LE-11030518-001 for a term of October 1, 2013 through September 30, 2014 in the amount of \$10,357.99 for overtime, employer related expenses and fleet costs for Sheriff's deputies to patrol various recreation areas of the Coronado National Forest.

Background:

These agreements with the Forest Service are essentially an annual event. The Modification of Grant or Agreement is necessary to provide a change in funding as well as make administrative changes due to the new Sheriff and staff. The Financial Plan ("Exhibit A") establishes the amount of funding available for the mission for each federal fiscal year. This year's agreement provides for the Forest Service to reimburse up to \$10,357.99 in overtime and EREs for deputies to patrol the various recreation areas of the Coronado National Forest. The financial Plan is updated annually.

Department's Next Steps (if approved):

Upon approval the agreements will be returned to the Forest Service and the Sheriff's Office will initiate patrols of the recreation areas in the Coronado National Forest.

Impact of NOT Approving/Alternatives:

If not approved the Sheriff's Office will not be able to utilize this funding to conduct patrols of the Forest's recreation areas, thus requiring the expenditure of general fund money to respond to any law enforcement calls originating in those areas.

To BOS Staff: Document Disposition/Follow-Up:

Return all original copies of the three documents to the Sheriff's Office so they can be forwarded to the Forest Service.

Attachments

**MODIFICATION OF GRANT OR AGREEMENT**

PAGE OF PAGES

1 12

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER:
12-LE-11030518-0012. RECIPIENT/COOPERATOR GRANT or
AGREEMENT NUMBER, IF ANY:3. MODIFICATION NUMBER:
0024. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING
GRANT/AGREEMENT (unit name, street, city, state, and zip + 4):Coronado National Forest
300 W Congress St., Tucson, AZ 857015. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING
PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):Cheri Bowen, Patrol Captain
Coronado National Forest
300 W. Congress, Tucson, AZ 857016. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip +
4, county):Mark Dannels, Sheriff
Cochise County Sheriff's Department
205 N. Judd, Bisbee, AZ 856037. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS
payment use only):**8. PURPOSE OF MODIFICATION**CHECK ALL
THAT APPLY:This modification is issued pursuant to the modification provision in the grant/agreement
referenced in item no. 1, above.

CHANGE IN PERFORMANCE PERIOD:



CHANGE IN FUNDING: Add FY14 funding in the amount of \$10,000.00 for patrols.

ADMINISTRATIVE CHANGES: New Sheriff - Mark Dannels, change Administrative Contact from Jody Sanders to
Rea Anne Servia, and change Chief Deputy from Marc Denney to Thad J. Smith

OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full
force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

10. ATTACHED DOCUMENTATION (Check all that apply):

Revised Scope of Work



Revised Financial Plan



Other: 2014 Annual Operating and Financial Plan - Exhibit A

11. SIGNATURESAUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF
THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED
GRANT/AGREEMENT.

11.A. COCHISE COUNTY SIGNATURE

11.B. DATE
SIGNED

11.C. U.S. FOREST SERVICE SIGNATURE

11.D. DATE
SIGNED

(Signature of Signatory Official)

(Signature of Signatory Official)

11.E. NAME (type or print): MARK DANNELS

11.F. NAME (type or print): JIM UPCHURCH

11.G. TITLE (type or print): Sheriff,
Cochise County, AZ11.H. TITLE (type or print): Forest Supervisor, Coronado
National Forest

11.A. COCHISE COUNTY SIGNATURE

11.B. DATE
SIGNED

11.C. U.S. FOREST SERVICE SIGNATURE

11.D. DATE
SIGNED

(Signature of Signatory Official)

(Signature of Signatory Official)

11.E. NAME (type or print): TERRY BANNON

11.F. NAME (type or print): ROBIN L. POAGUE

11.G. TITLE (type or print): Deputy County Attorney, Legal
Counsel, Cochise County, AZ11.H. TITLE (type or print): Special Agent in Charge,
Southwestern Region



USDA Forest Service

OMB 0596-0217
FS-1500-19**12. G&A REVIEW****12.A. The authority and format of this modification have been reviewed and approved for signature by:**

Andrea G. Sepulveda
ANDREA G. SEPULVEDA
U.S. Forest Service Grants Management Specialist

**12.B. DATE
SIGNED**

1/28/14

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

FS Agreement No. 12-LE-11030518-001
Cooperator Agreement No. _____**EXHIBIT A****COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &
FINANCIAL PLAN****Between The
COCHISE COUNTY SHERIFF'S DEPARTMENT
And the
USDA, FOREST SERVICE
CORONADO NATIONAL FOREST****2014 ANNUAL OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Cochise County Sheriff's Department, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, Coronado National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #12-LE-11030518-001 executed on November 14, 2011. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2013 and ending September 30, 2014.

Previous Year Carry-over FY13: \$357.99**Current Fiscal Year Obligation: \$10,000.00****FY14 Total Annual Operating Plan: \$10,357.99****I. GENERAL:**

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principle Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Mark Dannels, Sheriff Cochise County Sheriff's Office Address: 205 N. Judd City, State, Zip: Bisbee, AZ 85603 Telephone: 520.432.9505 FAX: 520.432.3517 Email: mdannels@cochise.az.gov	Name: Thad J. Smith, Chief Deputy Cochise County Sheriff's Office Address: 205 N. Judd City, State, Zip: Bisbee, AZ 85603 Telephone: 520.432.9505 FAX: 520.432.7603 Email: tsmith@cochise.az.gov

**Principle U.S. Forest Service Contacts:**

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Cheri Bowen, Patrol Captain Coronado National Forest Address: 300 W. Congress City, State, Zip: Tucson, AZ 85701 Telephone: 520.388.8430 FAX: 520.388.8413 Email: cbowen@fs.fed.us	Name: Joshua Bidderman, Law Enforcement Officer, Coronado National Forest, Sierra Vista Ranger District Address: 5990 S. Hwy 92 City, State, Zip: Hereford, AZ 85615 Telephone: 520.378.0311 FAX: 520.378.0519 Email: jbidderman@fs.fed.us

- B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

\$0.69/mile patrolled

Per diem rate is \$103.00/day

Wages at the prevailing rate of \$56.90/hour plus fringe benefits for the individual officer at the rate of \$13.17/hour.

II. PATROL ACTIVITIES:

- A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:

Please see attachment A

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

Please see attachment A

Total reimbursement for this category shall not exceed the amount of: \$10,357.99
Unused dispatch funds may be used for patrol activities, in which case the maximum reimbursement may not exceed the amount of: \$10,357.99.

III. TRAINING:

See Cooperative Law Enforcement Agreement Provision IV-K for additional information.

Total reimbursement for this category shall not exceed the amount of: \$0.00

IV. EQUIPMENT:

See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.



Total reimbursement for this category shall not exceed the amount of: \$0.00

V. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.
1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
 2. Fire Emergency: During emergency fire suppression and fire severity situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the U.S. Forest Service will specify times and schedules. Upon concurrence of the local Patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

All requests to provide additional law enforcement support on National Forest System lands during extreme fire conditions will become effective and reimbursable only when the Forest Service specifically requests assistance through the Forest Dispatch or Expanded Dispatch Office, a Resource Order Number is provided, and the County Dispatch Office is notified of the request. Initial attack responses without a Resource Order by the Forest Service are not reimbursable.

Upon request and concurrence by the Sheriff's Department,

The Sheriff's Department shall:



- a. Provide to the Forest Service, fully equipped Sheriff's Deputies who meet the standards of training as listed in the Cooperative Law Enforcement Agreement, Provisions II-B, including appropriate vehicles(s), in numbers requested by the Forest Service to provide law enforcement for fire severity or fire suppression situations. These duties are above and beyond the customary duties that are routinely provided by the Sheriff's Office and will be covered under Special Enforcement Situations. The Sheriff's Deputies will continue to work under the direction of the Sheriff's Department. The Sheriff's Deputies will coordinate their patrol activities with the U.S. Forest Service Patrol Captain, or their designee, while assigned to each specific fire severity or fire suppression patrol area, and coordinate their activities with the Incident Commander while assigned to each specific wildland fire severity or fire suppression situation. All Deputies assigned to a wildland fire severity or fire suppression situation are required to follow Check-in and Demobilization procedures.
- b. Assign Sheriff's Deputies requested by the Forest Service for fire severity or fire suppression situation patrols and law enforcement.
- c. Furnish itemized statements of expenditures to the Forest Service for the fire severity or fire suppression situation services requested by the Forest Service, at the address below:
 - a. Cheri Bowen, Patrol Captain (local unit, as per the Cooperative LE Agreement)
Coronado National Forest
300 W. Congress
Tucson, AZ 85701

The Patrol Captain will review and approve the invoice, and forward the invoice and support documentation to Incident Finance for payment.

Billing requests will include the following information:

Cooperator's Name, address, phone number and agency financial contact
Invoice or Bill number;
Resource Order number(s);
Appropriate incident number (State code or Forest Service P-code and override);
Cooperative Law Enforcement Agreement number;
Dates of the incident covered by the billing; and
Location and jurisdictional unit of the incident.
Summary cost data for the amount being billed:



Use incident-generated cost reports generated by the Agency to support the billing whenever possible. Summary cost data may include, but not limited to, a list of personnel expenses including base, overtime and travel and a listing by vendor name and amount spent for supplies and services procured.

The Forest Service shall:

- a. Relay requests to the Sheriff's Department to provide fully equipped Sheriff's Deputies, including vehicles, through Forest Service Dispatch or Expanded Dispatch Office to the County Dispatch Office, including specific information on numbers of Deputies needed, tour, location, expected length of duty, authorization for overtime expenditures, and fire severity (S-code) or fire suppression (P-code) for billing. A resource order number must be issued by the Forest Service to support each request. The resource order number will be provided to the Sheriff's Office by the Forest Dispatcher.
 - b. Post each Deputy's time and vehicle mileage to a Fire Time Report (Optional Form 288) to provide documentation to support payment of each itemized statement of expenditures provided by the Sheriff's Department.
 - c. Reimburse the Sheriff's Department for requested fire severity or fire suppression special enforcement situation services that are provided and covered under this Section, at the prevailing rates as per Section I, Paragraph B above.
3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

VI. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

- A. Billing frequency for Sections II, III, and IV shall be quarterly, not to exceed \$10,000.00
- B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.



Category	Estimated Costs	Not to Exceed by %
Patrol Activities	10,357.99	N/A
Training	N/A	N/A
Equipment	N/A	N/A
Special Enforcement Situations	N/A	N/A
Total	\$10,357.99	N/A

- C. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

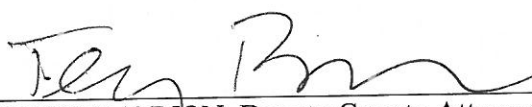
In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

MARK DANNELS, Sheriff
Cochise County Sheriff's Department

Date

JIM UPCHURCH, Forest Supervisor
U.S. Forest Service, Coronado National Forest

Date



TERRY BANNON, Deputy County Attorney
Legal Counsel, Cochise County

2/7/14

Date

ROBIN L. POAGUE
Special Agent in Charge, Southwestern Region

Date

Ann English, Chair
Cochise County Board of Supervisors

Date



The authority and format of this agreement have been reviewed and approved for signature.

ANDREA G. SEPULVEDA
U.S. Forest Service Grants Manager

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Attachment A

Sierra Vista Ranger District

Whetstone Mountains: (4WD vehicle required if noted)

Forest Roads (referenced with nearby landmarks/areas):

FR 778(4WD)-Granite Peak, Mescal Springs, Juniper Springs, link with FR 369, located on the southern aspect of Whetstone Mountains.

FR 369(4WD)-Earp, Middle Tank, Lower Tank, and Dry Canyon

FR 208(4WD)-Glenn Springs, The Cape, South Fork, White Canyon, Guindani Canyon, French Joe Camp

FR 209(4WD)-McGrew Springs, Guindani Canyon

FR 212(4WD)- Twin Buttes, Cornfield Canyon, Easter Mountain, Cottonwood Canyon, Williams

Developed recreation sites: Does not exist on Whetstone Mountains

Huachuca Mountains: (4WD vehicle required if noted)

Forest Roads (referenced with nearby landmarks/areas):

FR 110-Brown Canyon

FR 368- Carr Canyon, Carr Canyon Admin site, Carr Barn

FR 56-Miller Canyon, Clark Springs

FR 124- Clark Springs, near FR 56

FR 367- Hunter Canyon

FR 59- Ash/Lutz Canyon

FR 61- Montezuma Pass to Sunnyside Canyon

FR 196-Creek and Bear Canyons, intersects with FR 61 and FR 48

FR 48- Sycamore Springs/Canyon to Parker Canyon lake

FR 227-Sunnyside Canyon, intersects with FR 48

FR 228- Scotia Canyon, Sunnyside Canyon

FR 771- Sutherland peak, Ida Canyon

S.R. 83- From Parker Canyon Lake to FR 201, Parker Canyon

FR 827- Manila Canyon- Ft Huachuca West gate

FR 202(4WD)- Korn Canyon, Brushy Canyon

FR 120/FR 121 (4WD) Lyle Canyon, Parker Canyon

Wilderness Area/Forest Roads: Miller Peak Wilderness (No motorized vehicles allowed)

Forest Roads (referenced with nearby landmarks/areas):

FR 117-Sunnyside Canyon

FR 123- Pat Scott Canyon

FR 103- Granite Peak

FR 112- Blind Canyon

FR 113/105- Miller peak, Bond Springs

FR 110- Granite Peak, Bear prings

FR 103/104- Ash and Lutz Canyons, Black Bear Springs

Developed recreation sites:

S. R. 83- Parker Canyon Lake (Lakeview and Rockbluff Campgrounds)

FR 368- Carr Canyon (Reef and Ramsey Vista Campgrounds)

Douglas Ranger District:

Dragoon Mountains: (4WD vehicle required if noted)

Forest Roads (referenced with nearby landmarks/areas):

FR 687 (Some 4WD)- Smith Hill, Tenneco Well, Smith Well, Slavin Gulch, intersects with FR 345

FR 688 (4WD)- Stronghold Canyon West

FR 345- Middlemarch Road, Gordon Tank wash, Duran Well

FR 697 (4WD)- Pinon Springs, Gordon Tank, intersects with FR 345

FR 345A (4WD)- Sorin Camp, Cochise Peak, intersects with FR 345

FR 84- Cochise Stronghold, Stronghold Canyon, Jones Mountain, Kerwin Canyon

FR 795 (4WD)- Carlink Spring, Broken Arrow Camp

FR 689 (4WD)- Wood Canyon, Burtterfield State line historic site,

Develoloped recreation site:

FR 84- Cochise Stronghold

Peloncillo Mountains: (4WD vehicle required if noted)

FR 63- Cottonwood Draw, Outlaw mountain, intersects with FR 360

FR 360 (4WD)-Hog Canyon, intersects with FR 63

FR 703 (4WD)- Devils Kitchen, South Fork, Ben Tank, Big Tank, intersects with FR 360

Developed Recreation site: Does not exist on Peloncillo Mountains

Chiricahua Mountains: (4WD vehicle required if noted)

FR 42- Portal, Pinery Canyon, Turkey Park, Barfoot Lookout, Cave Canyon, intersects SR 181 and SR 191

FR 622- South Fork, Skull Rock, Cave Creek, intersects with FR 42

FR 42A/382 (4WD)- John hands, Herb Martyr, intersects with FR 713 and FR 42

FR 713 (4WD)- intersects FR 42A, Ash Springs.

FR 42D (Some 4WD)- Buena Vista peak, Rustler Park, Barfoot Lookout, intersects with FR 42

FR 42C/275 (Some 4WD)- Pine Canyon, Methodist Camp, Downing Pass, Rattlesnake Peak

FR 357 (Some 4WD)- Pine Canyon, Rustler Park, Crescent Tank

FR 356 -Pinery Canyon, North Fork, Intersects with FR 42, Riggs Spring, Blumberg Canyon, Whitetail Creek

FR 41-West Turkey Creek, Sycamore, Intersects SR 181

FR 74- Camp Rucker, Rucker Canyon, Cypress Park, Tex Canyon

FR 74E- Red Rock, Bathtub, Cypress Park

FR 4251- O'Keefe Spring, Dart Tank, Winkler Ranch, intersects with FR 74
FR 717- Bruno Canyon, intersects with FR 74
FR 311- Fourth Draw, J Bar A Ranch, Hunt Canyon, South Bruno Canyon,
FR 721- Halfmoon Valley, Boss Ranch, intersects FR 722
FR 317- Price Canyon, Brushy Canyon, intersects FR 223 to Wilderness
FR 686 (4WD)- Blevins draw, intersects SR 80 and FR 314, Jack wood Pass, Jack Wood Canyon
FR 314 (Some 4WD)- Horseshoe Canyon, intersects FR 686 and SR 80
FR 339 (some 4WD)- Triangle Canyon,

Wilderness Area/Forest Roads: Chiricahua Wilderness (No motorized vehicles allowed)

All wilderness areas apply. Listed below are the roads that are located directly next to non-wilderness areas.

FR 258-North Witch Canyon
FR 344- Middle Witch Canyon
FR 258A- South Witch Canyon
FR 273- Fife Canyon
FR 272- Green Canyon
FR 261- Hoovy Canyon
FR 275- Rattle Snake Canyon
FR 334- Centrella Point
FR 243- Cima
FR 247- Sander's Peak
FR 246- Snowshed Trail
FR 4286- Sulphur Draw
FR 240- Horseshow Canyon
FR 365- Jones Ridge
FR 224- Dobson Peak
FR 235- Swede Peak
FR 233- Cottonwood Corral Spring
FR 355- Sycamore Springs
FR 219- Monte Vista Peak Lookout
FR 267- Long Canyon
FR 266- Stanford Peak
FR 264- Pole Bridge Canyon
FR 262- Turkey Pen Canyon

Developed Recreation sites:

FR 74- Camp Rucker
FR 74E- Cypress Park and Bathtub Campgrounds
FR 41- West Turkey Creek and Sycamore Campgrounds
FR 42- Pinery Canyon, Idlewilde, Stewart, Sunny Flat Campground
FR 42D- Rustler Park Campground
FR 42A- Herb Martyr and John Hands Camgrounds
FR 622- South Fork picnic area

Court Administration

Regular Board of Supervisors Meeting**Meeting Date:** 02/25/2014

Reappointments of Judges Pro Tempore

Submitted By: Regan Appelo, Court Administration**Department:** Court Administration**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature NOT Required **# of ORIGINALS Submitted for Signature:** 0**NAME of PRESENTER:** n/a **TITLE of PRESENTER:** n/a**Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate **Source of Mandate or Basis for Support?:** 12-141, 8-231, 12-144, 22-121, 22-122**Information****Agenda Item Text:**

Approve reappointments of Superior Court Judge Pro Tempore, Donna M. Beumler, pursuant to ARS 12-141; Juvenile Court Commissioners/Judges Pro Tempore Margaret Macartney, and Ann Battaglia-Roberts, pursuant to ARS 8-231 and 12-141; and approve authorization to call upon an appropriately appointed Superior Court Judge Pro Tempore from another county in extenuating circumstances pursuant to ARS 12-144; for the period beginning July 1, 2014 to June 30, 2015.

Background:

Each fiscal year the court is required to reappoint judges pro tem. These reappointments do not constitute any change from past requests

Department's Next Steps (if approved):

Appointment of Superior Court Pro Tems by Arizona Supreme Court by Presiding Judge of Cochise County

Impact of NOT Approving/Alternatives:

Inability to run current pro tem division, no emergency coverage in Superior

To BOS Staff: Document Disposition/Follow-Up:

Send Clerk's statement of outcome of item w/ BOS' vote.

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 02/25/2014

Demands

Submitted By: Cathy Davis, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

**Source of Mandate
or Basis for Support?:**

Information

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

Auditor-General's requirement for Board of Supervisors to approve.

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

Board of Supervisors will not be in compliance with State law.

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

**Consent 6.
Procurement**

Regular Board of Supervisors Meeting

Meeting Date: 02/25/2014

Sale of Surplus Property

Submitted By: Terry Hudson, Procurement

Department: Procurement

Presentation: No A/V Presentation **Recommendation:** Approve

Document Signatures: BOS Signature NOT Required **# of ORIGINALS Submitted for Signature:** 0

NAME of PRESENTER: N/A **TITLE of PRESENTER:** N/A

Mandated Function?: Federal or State Mandate **Source of Mandate or Basis for Support?:**

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the sale of used office furniture declared surplus by the Procurement Department Property Manager, to the Sunnyside Fire Department in the amount of \$100.

Background:

In accordance with ARS§11-251, a county may with unanimous consent of the board, without public auction, sell or lease any county property for a specific use to any solely charitable, social or benevolent nonprofit organization incorporated or operating in this state. The Property Manager has made a determination that \$100.00 is a reasonable offer based on current market conditions and what this equipment would expect to sell for through the County public surplus auction process.

Department's Next Steps (if approved):

Prepare bill of sale, collect \$100.00, and deposit money into the general fund.

Impact of NOT Approving/Alternatives:

The Sunnyside Fire Department would have to bid on these items at public auction.

To BOS Staff: Document Disposition/Follow-Up:

No action required

Budget Information

Information about available funds

Budgeted: ☐ **Funds Available:** ☐ **Amount Available:**
Unbudgeted: ☐ **Funds NOT Available:** ☐ **Amendment:** ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Impact & Funding Sources (if known):

There is no Fiscal impact associated with this recommendation. The sale will generate \$100.00 in revenue.

Attachments

Surplus Furniture

"Proud to Serve"

SUNNYSIDE FIRE DEPARTMENT

1255 21st Street • Douglas, Arizona 85607 • (520) 364-7751 Business

FEBRUARY 11, 2014

Re: Surplus OFFICE FURNITURE

Mr. Dave Seward,

THANK YOU FOR TALKING WITH ME ABOUT THE POSSIBILITY OF
SUNNYSIDE FIRE DISTRICT RECEIVING FROM COCHISE COUNTY THE
FOLLOWING SURPLUS FURNITURE:

- 10 - BLUE COTTON COVERED CHAIRS
- 4 - WHITE-TOP SMALL RECTANGULAR TABLES
- 2 - METAL DESKS - 1 WITH BEIGE TOP; 1 WITH BROWN TOP

THE SUNNYSIDE FIRE DISTRICT IS ABLE TO PAY \$100 FOR
THE ABOVE ITEMS. PLEASE ADVISE ME IF THIS TRANSACTION
IS POSSIBLE.

Sincerely,

THOMAS W. SCHOLLING, BUSINESS ADMINISTRATOR
SUNNYSIDE FIRE DISTRICT
520-432-2110
FIREDIST101@YAHOO.COM

Regular Board of Supervisors Meeting**Workforce Development****Meeting Date:** 02/25/2014

Appoint Cherla Ramsey to the Workforce Investment Board

Submitted By: Kim Lemons, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V Presentation**Document Signatures:****Recommendation:****# of ORIGINALS****Submitted for Signature:****NAME** na**TITLE** na**of PRESENTER:****of PRESENTER:****Mandated Function?:****Source of Mandate
or Basis for Support?:****Information****Agenda Item Text:**

Approve the appointment of Cherla Ramsey to the Local Workforce Investment Board to fill an unexpired term, effective immediately and through 6/30/2014.

Background:

Attached is the appointment letter for Cherla Ramsey. The Workforce Investment Board appointments are made by the Board of Supervisors upon recommendation of a 'represented segment' on the WIA Board. Attached is a list showing each of the WIA Board appointees, with appointment date and date term expires.

Department's Next Steps (if approved):

If approved, WIA will be notified of the appointments and we will request confirmation of an updated WIA board appointees list.

Impact of NOT Approving/Alternatives:

Vacancies will continue to exist on the WIA Board with certain segments not being adequately represented.

To BOS Staff: Document Disposition/Follow-Up:

Once approved send appointment letters to the appointees with Oath of Office and Open Meeting Law requirements and email a scanned copy (letter only) to Mary Tieman, Mary.Tieman@cpic-cas.org

Budget Information*Information about available funds***Budgeted:** ☐**Funds Available:** ☐**Amount Available:****Unbudgeted:** ☐**Funds NOT Available:** ☐**Amendment:** ☐**Account Code(s) for Available Funds**

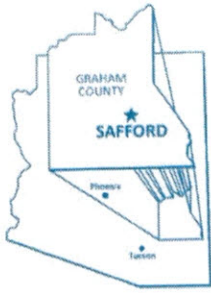
1:

Fund Transfers

Attachments

LetterOfRecommendation

AppointeeTerms



Graham County CHAMBER OF COMMERCE

1111 Thatcher Boulevard • Safford, Arizona 85546
Phone: (928) 428-2511 or 1-888-837-1841 • FAX: (928) 428-0744
E-Mail: Info@graham-chamber.com

February 4, 2014

Mary Tieman
Arizona Workforce Connection
CAS
900 Carmelita Drive
Sierra Vista, AZ 85635

Attention: Board of Supervisors

I am pleased to recommend Cherla Ramsey as a candidate for your Workforce Development Board. Cherla has been training and managing crews for jobs within her technical industry for many years and has a firsthand knowledge of the skills and education that potential employees need to possess to flourish in this job market. Today's employees are constantly challenged by fast changing technology and instant communication demands. Cherla will be an asset to your organization because she successfully practices and promotes these skills so necessary within her own business environment.

Cherla has been involved in multiple Chamber activities and has proven that she truly has a heart for helping our community grow, achieve a better lifestyle, and also personally give back to our community. She not only provided a piece of heavy equipment but also operated it when our Gila Valley Leadership Class established a walking path around the local cancer treatment center. She knows what it takes to get the job done and does it. That knowledge will be important in job development decisions decided by your Board.

Cherla has effectively spearheaded numerous local triathlons promoting better health and physical fitness for youth and community members. Those events were a huge economic bonus for business in our valley as well as attracting visitors from around the state; many have returned after seeing the cooperation and enthusiasm demonstrated by the leaders, thanks to Cherla. She understands and implements collaborative efforts that support and sustain growth in our communities; she sees the big picture and understands planning for the future.

I could list many other examples, but suffice it to say that I believe Cherla will make an excellent member of your Board. She has told me that she has the desire to help and can work out the time required to be effective. I hope you will choose Cherla Ramsey. Please contact me if I may answer any questions or list further reasons for this good choice.

Most Sincerely,

Marie Freestone
President/CEO

*Life the way it
ought to be...*

2010
to
2014

[illegible]

2010
to
2014

[illegible]

**Public Hearings 8.
Community Development**

Regular Board of Supervisors Meeting

Meeting Date: 02/25/2014

Docket R-13-02, Zoning Regulations, Section 1819.02 Water Conservation Measures

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: PowerPoint **Recommendation:** Approve

Document Signatures: BOS **# of ORIGINALS** 1
Signature **Submitted for Signature:**
Required

NAME of PRESENTER: Beverly J. Wilson **TITLE of PRESENTER:** Planning Director

Mandated Function?: Not **Source of Mandate**
Mandated **or Basis for Support?:**

Docket Number (If applicable): R-13-02

Information

Agenda Item Text:

Adopt Zoning Ordinance 14-03, a request to amend the Cochise County Zoning Regulations, Section 1819.02 Water Conservation Measures – Sierra Vista Sub-watershed Overlay Zone.

Background:

Docket R-13-02 proposes amendments to Article 18 of the Zoning Regulations as they relate to water conservation standards in the Sierra Vista Sub-Watershed. The proposed amendments pertain to new construction only; would require WaterSense and Energy Star® fixtures and appliances; water recycling for car washes; would prohibit the use of misters in commercial and industrial settings; and require independent meters for all multi-family structures with over four dwelling units. Other proposed changes include removing all reference to swamp coolers, and adding an option to permit holding ponds for treated effluent used for irrigation.

The following proposed changes were initially presented to the Planning Commission at their regular meeting on November 13, 2013. At that time, the Commission unanimously voted to table the Docket in order to facilitate further discussion via work session.

The work session held on December 11, 2013 generated good feedback from the public. With final changes agreed upon, and in a 7-0 vote, the Commission forwarded the proposed amendments to the Board of Supervisors on January 8, 2014 with a recommendation for approval.

The Board of Supervisors has, to date, held two work sessions to discuss this item. On January 28, many of the changes originally approved by the Commission were deleted from the proposed document. At the second work session on February 11, after brief discussion, the Board directed staff to place the final document on the Board's agenda for consideration. The final document is attached.

II. Proposed Amendments

Similar to the current requirements for uses within the Sierra Vista Sub-watershed Overlay Zone, the proposed amendments to Section 1819.02 would apply only to properties located within the Overlay Zone's boundaries, and would not be retroactive, but rather, apply to only new commercial and residential

construction. The proposed changes are attached as Exhibit A.

III. Recommendation

Staff recommends that the Board of Supervisors adopt the proposed amendments to Section 1819.02 of the Zoning Regulations governing water conservation standards within the Sierra Vista Sub-watershed Overlay Zone.

Department's Next Steps (if approved):

After the Ordinance is recorded, amend all copies of the Zoning Ordinance.

Impact of NOT Approving/Alternatives:

The current Zoning Regulations will still be in force.

To BOS Staff: Document Disposition/Follow-Up:

Board Staff will record the Zoning Ordinance, and provide copies to the Planning Division. The changes will go into effect in 30-days.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Staff Memo

Proposed Regulations - 1819.02

Letter in Support

Letters in Opposition

Presentation



COCHISE COUNTY
COMMUNITY DEVELOPMENT
"Public Programs...Personal Service"

MEMORANDUM

TO: Cochise County Board of Supervisors
FROM: Beverly J. Wilson, Planning Director
FOR: Michael Ortega, County Administrator
SUBJECT: Docket R-13-02—Amendments to Section 1819.02 of the Zoning Regulations
(Sierra Vista Sub-watershed Overlay Zone)
DATE: February 13, 2014 for the February 25, 2014 Meeting

I. Background

Docket R-13-02 proposes amendments to Article 18 of the Zoning Regulations as they relate to water conservation standards in the *Sierra Vista Sub-Watershed*. The proposed amendments pertain to new construction only; would require WaterSense and Energy Star® fixtures and appliances; water recycling for car washes; would prohibit the use of misters in commercial and industrial settings; and require independent meters for all multi-family structures with over four dwelling units. Other proposed changes include removing all reference to swamp coolers, and adding an option to permit holding ponds for treated effluent used for irrigation.

The following proposed changes were initially presented to the Planning Commission at their regular meeting on November 13, 2013. At that time, the Commission unanimously voted to table the Docket in order to facilitate further discussion via work session.

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II. Proposed Amendments

Similar to the current requirements for uses within the Sierra Vista Sub-watershed Overlay Zone, the proposed amendments to Section 1819.02 *would apply only to properties located within the*

Overlay Zone's boundaries, and would not be retroactive, but rather, apply to only new commercial and residential construction. The proposed changes are attached as Exhibit A.

III. Recommendation

Staff recommends that the Board of Supervisors adopt the proposed amendments to Section 1819.02 of the Zoning Regulations governing water conservation standards within the Sierra Vista Sub-watershed Overlay Zone.

IV. Attachments

- A. Exhibit A (Section 1819.02 of the Zoning Regulations, as Amended)
- B. Public Comments

NOTE: Black lettering depicts existing adopted regulations, blue *italicized* lettering shows Commission approved changes.

1819.02 Water Conservation Measures – Sierra Vista Sub-watershed Overlay Zone

The following water conservation measures shall be required of all residential and non-residential properties in the Sierra Vista Sub-watershed, as defined by the Arizona Department of Water Resources and delineated on County maps and, when a building permit is required, be subject to plan review and inspections:

A. *New Construction–Residential:*

All interior plumbing in new residential construction, consisting of one-to-four units, attached or detached, shall meet the following requirements:

1. *All toilets shall be WaterSense labeled.*
2. *The installation of a pressure-reducing valve (PRV) on the house side of the water meter, in an easily accessible location, shall be required for all new single-family residences served by a water company. The preferred location is in the garage or other non-in-ground location. The static service pressure shall be set no higher than 60 pounds per square inch (psi), regardless of input pressure. New single-family residences served by a well or well-share are not required to install the PRV.*
3. *Water softeners, if installed, must meet NSF/ANSI requirements.*
4. *Drinking water treatment systems, if installed, shall meet NSF/ANSI requirements (such systems shall yield at least 85 gallons of treated water per 100 gallons processed).*
5. **Hot water on demand:** In new construction, a hot water system will be installed to provide hot water on demand at the point of use in sinks and baths/showers. *All hot water fixtures shall be WaterSense labeled. Insulation for hot-water pipe with a minimum thermal resistance (R-value) of R-4 shall be applied. Hot water systems shall be designed and shall include such components as may be necessary to deliver hot water at each demand point with no more than 0.6 gallons (2.3 liters) of water delivered prior to the delivery of hot water. Systems that are activated based solely on a timer and/or temperature sensor do not meet this requirement.*
6. **Gray water plumbing:** New residential construction shall have gray water line(s) plumbed to stub out, and to be capped and clearly marked so as to permit the optional use of gray water by residents. The gray water plumbing must connect at least two plumbing fixtures, and preferably those that produce the most gray water without compromising the efficient evacuation of the black water pipes.

B. *New Construction—Commercial, Industrial, Multi-Family, and Public Development:*

1. *For all projects requiring urinals, they shall be waterless.*
2. *All new commercial car wash facilities, including automobile dealerships, shall use water recycling systems which recycle a minimum of 75-percent of the water used. This requirement does not apply to small operation auto detailers or similar uses.*
3. *Kitchens in which dishwashers are installed must use Energy Star® rated dishwashers.*
4. **Commercial Laundry Facilities:** All laundry facilities intended for public use such as laundromats, hotel guest laundries, or multi-family housing laundry rooms will be equipped with *Energy Star® qualified commercial clothes washers rated equal to or below the lowest current*

Energy Star® Water factor. This provision applies to initial establishment of new laundry facilities and on replacement of existing equipment due to normal wear and tear or other loss.

5. *The use of misters is prohibited in commercial and industrial developments.*
6. *Water softeners, if installed, must meet NSF/ANSI requirements.*
7. *Drinking water treatment systems, if installed, shall meet NSF/ANSI requirements (such systems shall yield at least 85-gallons of treated water per 100-gallons processed).*
8. *All new multi-family development exceeding four units shall provide independent-unit metering (water meter for each dwelling unit), with the following exceptions:*
 - a. *Multi-family complexes providing 80-percent or more low- to moderate-income housing units, as defined by the federal office of Housing and Urban Development (HUD), may provide alternative water-saving design methods in lieu of the use of independent-unit metering. The burden of proof is on the applicant to show that an equivalent, or greater, water savings will be achieved.*
 - b. *Alternative water-saving methods to include, but not be limited to, the following, may be considered by the County Zoning Inspector and permitted in lieu of the use of independent-unit metering:*
 - (1) *Short hot-water line run distances (core plumbing systems).*
 - (2) *Ratio Utility Billing Systems (R.U.B.S. – as allowed under applicable state law).*
9. **Artificial Water Features:** New artificial water features such as ponds, lakes, water courses, and other types of decorative water features are prohibited in any new commercial construction or in common user areas of multi-family housing unless their sole source is harvested rainwater. This provision does not pertain to required storm water detention/retention facilities, *holding ponds used for treated effluent being used for permitted irrigation purposes*, or permitted swimming pools and spas. *Flowing water used in fountains, waterfalls, and similar features shall be recirculated.*
12. **Outdoor Sprinkler Systems:** Any new installation or replacement of an automatic outdoor sprinkler system shall also include the installation of a rain or humidity sensor that will override the irrigation cycle of the sprinkler system when rainfall has occurred in an amount sufficient to negate the need for irrigation at the scheduled time. Where there are multiple areas with a sprinkler system watered from one controller, the sensor must be installed at the largest area.
13. **Landscaping:** Any new landscaping proposing irrigation installation or re-installation in a median or similar strip of permeable surface less than fifteen feet in any horizontal dimension, adjacent to a roadway, sidewalk, parking area or other paved or impermeable area, shall be irrigated by a subsurface (drip), non-sprinkling irrigation system.

-----Original Message-----

From: Inge & Steve Scheumann [mailto:sscheumann@cox.net]

Sent: Friday, January 10, 2014 10:33 AM

To: Pat Call

Subject: I Support New Water Conservation Standards and Status/Plan Update: Multi-Use Trail/Shared Use Path Etiquette Opportunity

Dear Pat,

I would like to think I represent many multiples of a resident representing 45 residents, when I say that I support new water conservation standards.

The fort is the economic engine of the county and any initiatives that reasonably support it are in most people's interest whether they realize it or not. Based upon the attached article on the recent P&Z meeting, I liked the idea of the proposed county code only stating a goal for hot water delivery systems without getting into the weeds of exact system solutions.

That is why I was amazed when an amendment passed eliminating the option of timer or temperature controlled pumps. I would ask you to consider when you vote on these standards whether eliminating this option makes sense - it contradicts the cost effective concept of a general goal not hooked to any solutions and has nothing to do with saving water according to the article (how much electricity will really be saved?).


On a separate note after a SV Herald article earlier this week covered an agreement between the City and County on shared use paths, I called Highways & Floodplains and Rorri put me in contact with Karen Lamberton concerning multi-use trail and shared use path etiquette. Karen responded in a timely and complete fashion, so I will be working with her on this topic. I have also volunteered to participate in her long-range transportation issues planning sessions which she projects to start in 4-8 weeks.


Sincerely,

Steve Scheumann

We the undersigned residents of Cochise County OPPOSE passage of
Sierra Vista style water regulations in the county. We live in the county
for a reason.

Signature/Name	Date
----------------	------

	3493 Atsina Sierra Vista Az 85650/10-28-13
--	--

	3400 ATSIWADIA SIERRA VISTA AZ 85650/10/28/13
--	---

	3400 Atsina Dr. Sierra Vista Az 85650 10/28/13
---	--

	8239 So. Downey St. Hualapai AZ 85615
---	---------------------------------------

	5155 E DAVIS ST HAZLEFORD AZ 85615
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	7329 S. LAND GRANT RD HAZLEFORD, AZ 85615
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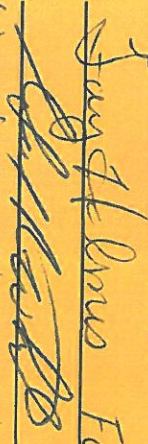



	8605 E. HAZLEFORD LANE, SIERRA VISTA, 85650
---	---

	FUTURE ADDRESS ATSIWA/CHEROKEE SV, 85600
---	--

We the undersigned residents of Cochise County OPPOSE passage of
Sierra Vista style water regulations in the county. We live in the county
for a reason.

Signature/Name	Address	Date
Michael P. Jackson	41012 N. CACTUS RD TUCSON AZ 85717	10/24/13
Donna R. Baker	1420 Camarillo Ranch AZ 85635	10/24/13
Richard C. Barr	2624 THIRINA WAY S.V. AZ 85650	10/24/13
Bill W. Barr	2227 Mission Dr. SV AZ 85638	10/24/13
Donna S. Barr	5555 S. SHAWNEE DR SV 85650	10/24/13
Jenny Barr	5555 Shawnee Dr SV 85650	10-24-13
Manda Barr	416 E Allen Ln Huachuca City	10/24/13
Yvette Freacourts	2474 Arizona Dr. Sierra Vista AZ 85630	10/24/13
Don A. Barr	8952 E MUSTANG TR HEREFORD AZ 85645	10/24/13
Donna Barr	9133 South Hackney Place	Sierra Vista AZ
Donna Barr	4859 W. GLEESON RD. E. FRIDA, AZ	85610
Donna Barr	4036 S. Notoma Tr. Sierra Vista, AZ	85650
Michael Barr	3493 Otavida, Sierra Vista, AZ	85650

We the undersigned residents of Cochise County OPPOSE passage of
Sierra Vista style water regulations in the county. We live in the county
for a reason.

Signature/Name	Address	Date
 Fay Holmes	4040 S. Kino Rd S.V. AZ	08 Nov 2013
 Wendy Giley	2383 N. Arroyo St, Maricopa AZ	11/9/13
Wendy Giley	1235 WTS Ranch Cochise, AZ	85606
Michael Giley	" "	" "
 Terry E. Pierce	6231 E. Lazy K Ln	HERNDON, AZ 85615
 Sarah L. Foster	4778 E. Allen Ln.	Wetstone AZ 85616
Mary Johnston	Moving to wetstone in June	Nov 11/11/13

We the undersigned residents of Cochise County OPPOSE passage of Sierra Vista style water regulations in the county. We live in the county for a reason.

Signature/Name

Address

Date

Phillip S. Costa	2615 Apache Trl. Sierra Vista	11.8.13
Barb. Volkmann	6802 Hwy 99, Hereford AZ.	11-8-13
Wendy Smith	236 S. Sky Ranch Rd Sierra Vista AZ	11/9/13
Belland Smith	236 S. Sky Ranch Rd SV AZ	11/9/13
Don Simpson	5555 S. Sky Ranch Rd Sierra Vista AZ	11/9/13
Virginia Simpson	" "	11-9-13
Springfield Blake	1420 Copper Ranch Sierra Vista AZ	11-9-13
Carmel Williams	11064 S. Cattle Dr. Hereford AZ	11-9-13
Cathy Chapman	11064 S. CATTLE DR. HEREFORD AZ	11-9-13
Garrett Kelly	7789 E Sierra Vista	11-9-13

Don Simpson
3-7-13

We the undersigned residents of Cochise County OPPOSE passage of Sierra Vista style water regulations in the county. We live in the county for a reason.

Signature/Name

Address

Date _____

Christine Carver

3422 E. Pritchard	11/5/13
03875 Alameda	11/6/13

11/6/13

Paul A. Menden

7523 E. Chipmunk St. Norfolk, VA 11-9-13

11-9-13

7234

10336 CARA St HERFORD 12-7-13

12-7-13

25 R. 2000

1033613 Cana. 57. Hereford 12-7-13

12-7-13

Shen River

3427 E. Pette Dr. Phoenix, Az 12-1-13

12-1-13



Docket R-13-02

Amendments to Section 1819.02 of the Zoning Regulations (Sierra Vista Sub-watershed Overlay Zone)

Board of Supervisors
February 25, 2014

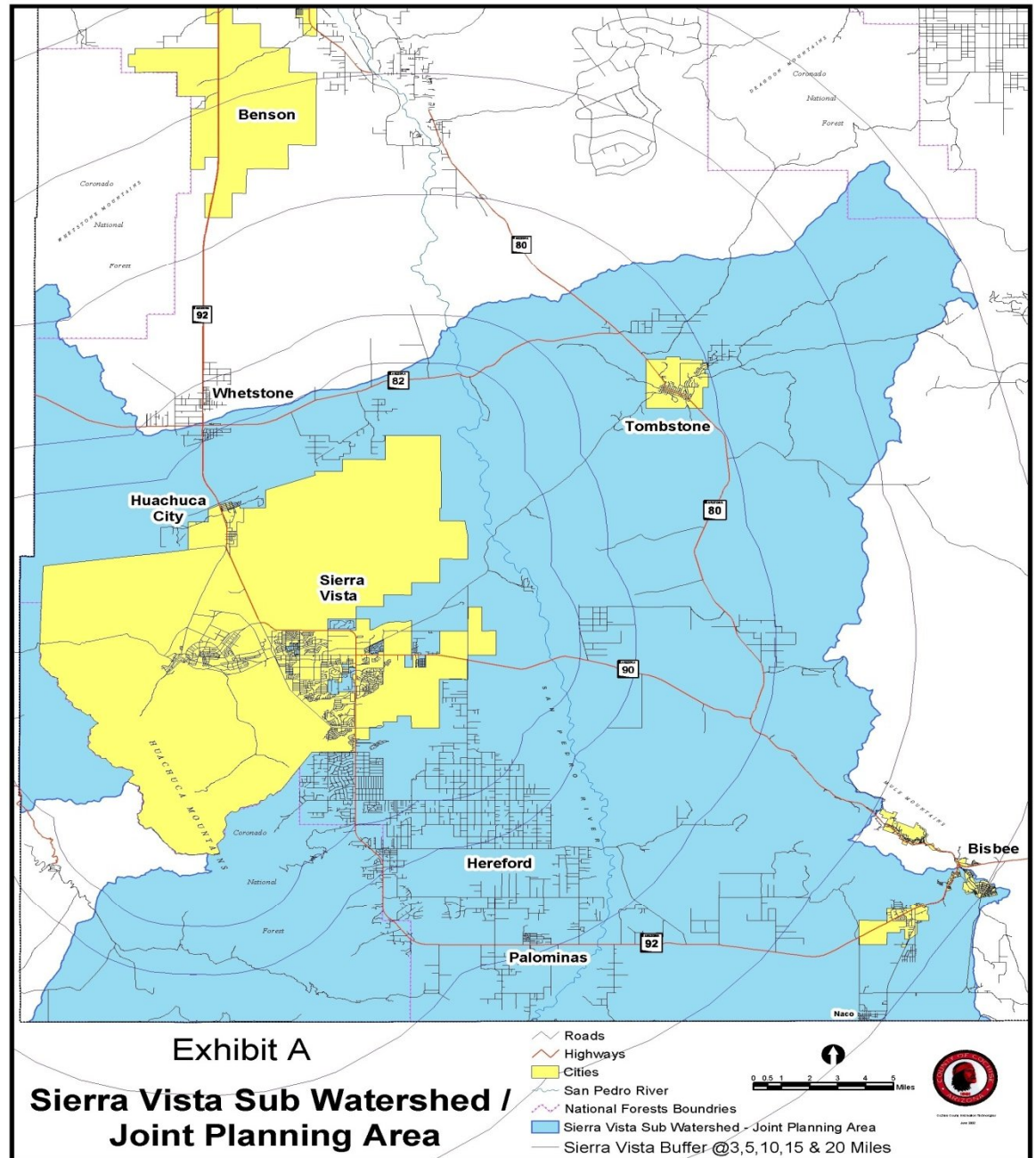


Background

- Water resources planning authorized by legislative mandates and *Arizona Growing Smarter*;
- Groundwater is the primary water source for residents of the *Sierra Vista Sub-watershed*, recognized as the most sensitive watershed in the County;
- Groundwater sustains the San Pedro River and its associated riparian ecosystem; and
- Congress protected SPR in 1988 (*San Pedro Riparian National Conservation Area* (SPRNCA)).



Sierra Vista Sub- watershed





Sierra Vista Sub-watershed



In 2006, the Board of Supervisors adopted the *Sierra Vista Sub-Watershed Water Conservation Management Overlay and Policy Plan*.

The Plan continues as an important approach towards protecting water resources and the economy within the sub-watershed.





Intent of Amendments

- Reduce the rate of depletion of groundwater resources within the SV sub-watershed;
- Reduce overall per capita water use;
- Ensure compliance with the most current and innovative water-saving conservation fixtures, appliances, and techniques, including WaterSense and Energy Star®;
- Ensure the efficient delivery of hot water in new commercial and residential development; and



Recommendation

Staff is recommending approval of these changes.

Regular Board of Supervisors Meeting**Meeting Date:** 02/25/2014

Cochise County Medication Disposal Program

Submitted By: Jennifer Steiger, Health & Social Services**Department:** Health & Social Services**Presentation:****Document Signatures:****Recommendation:****# of ORIGINALS** 0**Submitted for Signature:****NAME****of PRESENTER:****TITLE****of PRESENTER:****Mandated Function?:****Source of Mandate****or Basis for Support?:**

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Information**Agenda Item Text:**

Approve the Cochise County Medication Disposal Program, a two phase collaborative program between the Cochise County Sheriff's Office (CCSO) and Cochise Health & Social Services (CHSS) with Phase I beginning by May 1, 2014, and approval to move forward with formal research and gathering community support for Phase II.

Background:

CHSS and CCSO have developed a countywide Medication Disposal Program. Our goal is to further fulfill our departments' mission statements which are centered on improving public health and public safety. This program will provide Cochise County residents with a free, environmentally safe method to dispose of unwanted prescription medications. This program will prevent illness, abuse or overdose by children and adults from prescription medications and will also protect our environment and water supply by providing a convenient and safe method to dispose of these medications. The program we have developed is simple, free to the public, will be accessible in ten (10) communities around the County. It will be a low cost program to run, once the initial purchases and deployment are complete. In order for residents to participate in our program all they will need to do is seek out a disposal unit, read the accepted medications list provided on it, and drop in their acceptable, unwanted medications. There is no cost or paperwork required of residents. This type of program has been operational in the City of Sierra Vista with great success but is not convenient for residents in other areas of our County. We have seen good community support and interest in this program. As a result of this interest, with the help of Carol Capas, CCSO PIO we were able to easily identify the ten communities for the program to be initiated. We are confident that with a wide distribution around Cochise County it will make the disposal units easily accessible for all residents. The community agencies that have agreed to participate in our program are as follows: Bisbee Police Department, Benson Hospital, Elfrida Fire Department, Tombstone Fire Department, Whetstone Fire Department, Huachuca City Fire Department, Douglas Fire Department, Fry Fire Department (SV), Sunsites Fire Department and the Willcox Police Department. Our proposal consists of two phases. Phase I: Purchase ten (10) MedReturn II Units (\$6,750), a portable 55 gallon barrel incinerator (\$3,400), addition of Cochise County and CCSO logos on all Med Return II Units (\$2,000), and provide installation at the ten (10) designated locations of the MedReturn II Units (\$1,850). The total cost for Phase I will be \$14,000. CHSS will provide full funding for Phase I with the use of our Community Health Assessment (CHA) Grant received in FY12-13. This grant was given to counties to be used specifically for evaluation and program development to identify and address community health needs. Through our recent CHA, it was determined that this is one way we can immediately begin addressing an area of concern for Cochise County residents. If this proposal is approved, \$26,000 of this grant fund would remain for other projects/programs as we progress further with our Community Health and Improvement Plan. The CCSO has been essential in the development of this program from the beginning, and will continue to play the most important role of all as we move forward. The CCSO will handle all of the day-to-day functions of the program to include the proper storage, handling, transportation and disposal of medications. This will include regular pickups of medications from the MedReturn II Units, storage of medications, and final disposal using the portable incinerator at regular intervals. CHSS and CCSO will be able to provide reporting data on our collaborative program on a quarterly basis or more often if requested. Our estimates indicate a 1-3 month time frame will be needed for delivery/installation of the units and incinerator. Once the units are installed, the portable incinerator is set up and ready for use at the Bisbee CCSO facility, the program will be ready to begin, by May 1, 2014. Phase II: During this phase, CHSS and CCSO, will work together to find a well equipped 400+ pound capacity incinerator unit that can be installed as a fixed permanent incinerator for the CCSO to use. Once a suitable unit has been identified, CHSS and CCSO will then look for community partners, grant funding and internal grant funding sources that may be used to assist with the purchase, installation, use and upkeep costs. Additionally, the CCSO and CHSS will consider offering subcontracting options to other local law enforcement agencies for regular use of the fixed unit, to allow for more a efficient local resource for destruction of medications and other materials gathered by law enforcement and to recoup expenses to some degree.

Department's Next Steps (if approved):

Work with Procurement to order disposal units, sign agreements with community partners where disposal units will be located, begin installation of units and draft public awareness materials to educate residents about this new program.

Impact of NOT Approving/Alternatives:

Improperly stored prescription medications in the home will continue to be a hazard for the general public, especially our children. Residents who do dispose of unwanted prescriptions will continue to do so in unsafe and environmentally harmful ways.

To BOS Staff: Document Disposition/Follow-Up:

BOS signature is not required. There are no documents for forward to the Clerk of the Board for signature or filing.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2013-2014

One-time Fixed Costs? (\$\$\$): 14,000

Ongoing Costs? (\$\$\$): 0

County Match Required? (\$\$\$): 0

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 0

Source of Funding?: CHSS-CHIP Grant

Fiscal Impact & Funding Sources (if known):

The CHSS, Community Health Improvement Plan Grant Funding will be used to fully fund Phase I of the program. The individual costs for Phase I are as follows:

Med Return II Units – 10 @ \$675 each = \$6,750
Elastec Drug Terminator – 1 @ \$3,200 + s/h @ \$200 = \$3,400
Med Return II Unit Installation (estimated) = \$1,850
Cochise County and CCSO logos on all Med Return II Units = \$2,000
Phase I Total \$14,000

CHSS and CCSO do not have costs determined for Phase II of the program. We anticipate having this information by the end of FY14-15, in preparation for following fiscal year, subcontract opportunities and other related areas, that will directly impact the actual expenses.

Attachments

Med Disposal Proposal

CHHS
and
CCSO



Cochise County Medication Disposal Program Proposal

Mary Gomez, Health Director

Jennifer Steiger, CHSS Program Coordinator

Carol Capas, CCSO Public Information Officer, Dispatch Supervisor

February, 2014

The Problem

- **Deaths from drug overdose rising dramatically past 20 yrs**
- **Leading cause of injury death in the United States as of 2010**
- **Every day in the US, 105 people die as a result of drug overdose**
- **Another 6,748 are treated in emergency departments**
- **Nearly 9 out of 10 poisoning deaths are caused by drugs**

The Problem (Con't)

- In 2010, among people 25 to 64, drug overdose caused more deaths than MVAs
- Drug overdose death rates increased 102% from 1999 to 2010
 - 30,006 (78%) of the 38,329 drug overdose deaths in US were unintentional
 - 5,298 (14%) of suicidal intent
 - 2,963 (8%) were of undetermined intent
- In 2011, drug misuse and abuse caused about 2.5 million ER visits
 - More than 1.4 million visits were related to pharmaceuticals
 - Between 2004 and 2005, an estimated 71,000 children were seen in ERs each year because of medication overdose
- Among children under 6, pharmaceuticals account for about 40% of all exposures reported to poison centers

The Problem (Con't)

- In the US in 2007, prescription opioid abuse costs were about \$55.7B
 - 46% attributable to workplace costs (e.g., lost productivity)
 - 45% to healthcare costs (e.g., abuse treatment)
 - 9% to criminal justice costs
- Between 1998-2002, people who abused opioid analgesics cost insurers \$14,054 more than the average patient
- CDC - for every 1 overdose death from prescription painkillers there are:
 - 10 treatment admissions
 - 32 ER visits
 - 130 people who abuse or are dependent
 - 825 people who take prescription painkillers for nonmedical use

Why is proper med disposal important?

Environmental Concerns:

- Contamination of Public and Private Water Supplies – Approx. 35% disposal in sinks/toilets
- Contamination of Landfills – Approx. 50% disposal in landfills

Illegal distribution/nonmedical/recreational use

- 12+ million US teens and adults reported using Rx painkillers to get “high” or for other nonmedical reasons
- Party Bowls
- Nonmedical use of prescription painkillers costs more than \$72.5 B each year in direct health care costs

Program Overview

Phase I:

- Purchase ten (10) MedReturn II Units
- Affix Cochise County and CCSO logos on Units
- Purchase a Drug Terminator mobile incinerator
- Provide installation at ten (10) designated locations
- CHSS will provide full funding for Phase I with the use of our Community Health Assessment (CHA) grant funds received in the FY12-13
- CCSO will handle all of the day-to-day functions of the program
 - Regular pickups of medications from the Units
 - Storage of medications
 - Final disposal using the portable incinerator at regular intervals
- CHSS and CCSO will be able to provide reporting data on our collaborative program
- Estimates indicate a 1-3 month time frame is needed for delivery/installation of the units and incinerator with an anticipated start date of May 1, 2014

Program Overview (Cont'd)

Phase II:

- CHSS and CCSO to find a well equipped 400+ lb capacity incinerator that could be installed as a fixed permanent incinerator for the CCSO
- Once unit has been identified, CHSS and CCSO will then look for community partners and grant/or funding that may be used to assist with the purchase, installation, use and upkeep costs
- CCSO and CHSS will assess feasibility of subcontracting to other local LE agencies for use of the fixed unit to recoup/offset expenses
- Market as more efficient local resource for destruction of medications and other materials gathered by LE

What are MedReturn II Units?



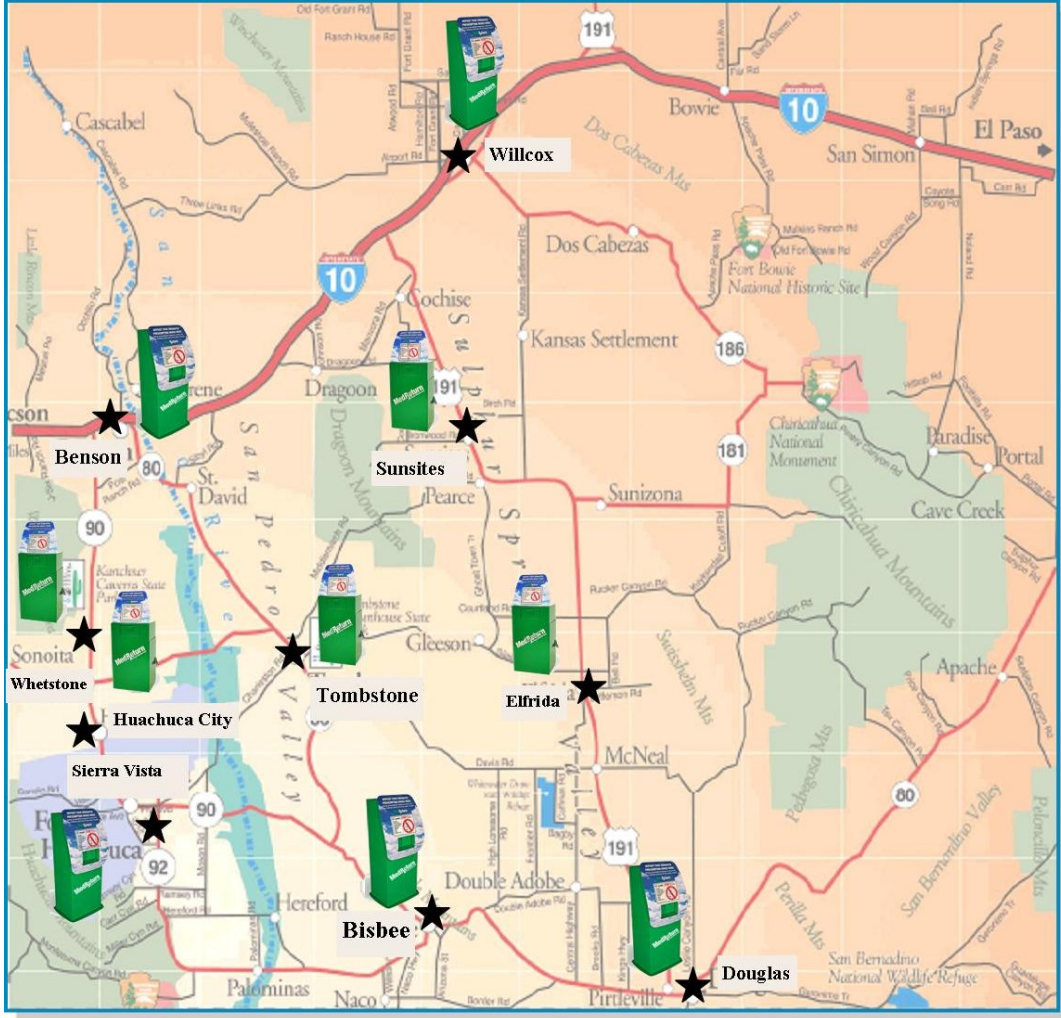
- **A safe, effective, sustainable way to provide an easy to use community drug collection process**
- Cost is \$675/ea including s/h. Total Cost = \$6,750
- Units will display Cochise County & Sheriff's Office logos
- Units will be placed in secure, indoor locations that are accessible to the public.
- Specifications:
 - Constructed of 14-gauge powder-coated steel
 - Measures 54" tall x 22" wide x 17" deep, Wt 120lbs
 - Secure enclosure to be bolted from inside
 - Includes one 50-quart plastic tote
 - Medicine drop opening is 11" wide x 8" high



Which communities will have MedReturn II Units?

Our Confirmed Community Partners:

Benson Hospital
Bisbee Police Department
Douglas Fire Department
Elfrida Fire Department
Fry Fire Department
Huachuca City Fire Department
Sunsites Fire Department
Tombstone Fire Department
Whetstone Fire Department
Willcox Police Department



What types of medications will be accepted?

Accepted :

Prescriptions, Prescription Pads, Prescription Medications, Prescription Ointments, Over the Counter Medications, Vitamins, Medication Samples, and Medications for Pets

Items NOT accepted:

- Hydrogen Peroxide, Inhalers, Aerosol Cans, Any Liquids, Medications from Businesses, Doctors Offices or Clinics, Needles, and Thermometers



How will the CCSO handle day to day operations of the program?

What is the Drug Terminator Incinerator?

Description:

- Mobile incinerator for disposal of illicit and prescription drugs
- Portable, easy to use, designed for safe and efficient disposal of drugs
- Used by LE when other disposal options are limited
- Cost is \$3,200, plus \$200 s/h - Total Cost = \$3,400
- No facility preparation or special arrangements are needed
- Can transport this unit as needed to various locations



Specifications:

- Wood or charcoal fired
- Cyclone of intense heat destroying drugs quickly and complete
- 110 and 220 volt versions available
- Volume of material is reduced to an average of 1% ash
- Non-combustible drug paraphernalia is sterilized by heat and can be disposed in municipal waste
- Uses what is specified by ISO Standards as a removable head or "open-end" 55 gallon drum
- Burns: Marijuana, Cocaine, Methamphetamines, Opiates, Ecstasy, Heroin, Paraphernalia, Pharmaceuticals

Why Does Cochise County Need An Incinerator?

Issues:

- LE agencies in Cochise County do not have a local resource to dispose of prescription or illicit drugs
- LE agencies in Cochise County are required to store these items until a DEA Officer can pick up for incineration in Marana or Phoenix creating difficulties with storage space
- Not every community in County will have a Disposal Unit

Benefits:

- Portability will allow use in any community for scheduled “take back” days
- Provide a local resource for incineration for the CCSO
- Allow other local LE agencies to use this resource for a fee
- CCSO, and potentially other agencies, will be able to reduce storage issues with easier, frequent access to an incinerator

Overall Program Benefits:

- Reduce environmental risks from improper disposal of medications
- Reduce risks from illness, abuse and overdose due to improper use, storage and/or disposal of medications for children and adults
- Provide Cochise County with a permanent local means of disposing of prescription and illicit drugs for residents and LE agencies
- Provide residents with access to a free, easy to use resource in ten locations county wide
- Provides CHSS and CCSO with a way to further fulfill their mission statements and commitments to Cochise County to improve public health and safety
- Provide CHSS with the ability to address one need identified in the CHA completed in December 2012

Program Start-Up Costs

*Fully funded by CHSS CHA
Grant*



Phase I:

- | | |
|---|-----------------|
| • Med Return II Units – 10 @ \$675 each including s/h = | \$6,750 |
| • Elastec Drug Terminator – 1 @ \$3,200 + s/h @ \$200 = | \$3,400 |
| • Med Return II Unit Installation (estimated) = | \$1,850 |
| • <u>Cochise County and CCSO logos on all Med Return II Units =</u> | <u>\$2,000</u> |
| • Phase I Total | \$14,000 |
- Costs for maintenance of units and incinerator is not expected to be exorbitant
 - CHSS and CCSO will monitor these expenses closely, work together to cover any ongoing expenses, and ensure all equipment is maintained properly to avoid need for premature replacement of parts or equipment.

Phase II Costs

- CHSS & CCSO will work on developing cost analysis
- Anticipate it will be significant
- Factors/Needs to be considered for Phase II:
 - Purchase of a 400+ lb capacity fixed incinerator
 - Land development needed at or near CCSO offices for a fixed unit
 - Construction costs for a concrete foundation for incinerator to be installed on and construction costs for roadway or parking if needed
 - Utility installation costs for gas, electrical or water that will be needed for a fixed incinerator
 - Security for incinerator site
 - Ongoing costs of fuel, electricity, maintenance, warranties
 - Explore feasibility of subcontracts with local agencies
 - Explore possible grant resources to assist with purchase, development and ongoing expenses



Recommendations

Approve Cochise County Medication Disposal Program

Phase I:

Approve and authorize immediate implementation for a Phase I roll out date of May 1, 2014

Phase II:

Approve and authorize CHSS & CCSO to begin formal research on Phase II for consideration in FY14-15

Resources

- [Disposal of Unwanted Medicines: A Resource for Action in Your Community](#) Illinois-Indiana Sea Grant from U.S. EPA Great Lakes National Program, 2009
- http://web.extension.illinois.edu/unusedmeds/disposal/Unwanted_Meds_Toolkit_April_2011.pdf
- [CDC Vital Signs: Prescription Painkiller Overdoses - A Growing Epidemic, Especially Among Women](#)
- [CDC Vital Signs: Prescription Painkiller Overdoses in the US](#)
- [CDC Public Health Grand Rounds: "Prescription Drug Overdoses: An American Epidemic"](#)
- [Substance Abuse and Mental Health Services Administration \(SAMHSA\)](#)
- [CDC's Medication Safety Program](#)
- [CDC's Protect the Ones You Love: Poisonings](#)
- [American Association of Poison Control Centers, Inc.](#)



Questions??

Regular Board of Supervisors Meeting**Health & Social Services****Meeting Date:** 02/25/2014

CHSS IGA for Accreditation

Submitted By: Mary Gomez, Health & Social Services**Department:** Health & Social Services**Presentation:****Recommendation:****Document Signatures:****# of ORIGINALS** 2**Submitted for Signature:****NAME****of PRESENTER:****TITLE****of PRESENTER:****Mandated Function?:****Source of Mandate****or Basis for Support?:**

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Information**Agenda Item Text:**

Approve an Intergovernmental Agreement (IGA) Contract No. ADHS14-063015 between Cochise Health and Social Services (CHSS) and Arizona Department of Health Services (ADHS) for the Public Health Department Accreditation project effective January 6, 2014 - September 30, 2014 in the amount of \$44,800.

Background:

CHSS is extremely interested in pursuing formal accreditation status through the Public Health Accreditation Board (PHAB). The goal is to improve and protect the health of the residents we serve by advancing the quality and performance of our local health department. This national accreditation program sets standards against which the nation's more than 3,000 PH department can be measured. The PHAB peer review process provides valuable feedback to inform PH departments of our strengths and opportunities for improvement. PHAB accreditation will also allow us to have access to best practices, and the considerable resources of PHAB and its national and local partners. The ADHS is fully committed to the advancement of this accreditation throughout the State and will be applying for accreditation as a State Health Department in the near future. At this time, seven county health departments in Arizona are planning to apply for accreditation in 2014 and two others are planning to apply in 2015. To demonstrate ADHS's commitment to this process, they are offering these IGAs to counties who are pursuing accreditation. The amount projected to be awarded to Cochise County is \$44,800. This number could change if any of the counties currently pursuing accreditation decide to opt out of this IGA opportunity. The PHAB accreditation fee for CHSS will be \$27,030 based upon the population we serve. This fee can be paid over a period of five years. After this fee is paid, CHSS would have approximately \$18,000 under this IGA to hire a consultant and pay the wages of an accreditation coordinator. CHSS wants to begin the PHAB accreditation process at the same time as ADHS and the other Arizona counties so that we will be applying under the same version of the PHAB standards. These standards are due to be updated later this year and would make the sharing of resources between our agencies more complicated. The process begins with signing a Statement of Intent (SOI) with PHAB and could take up to three years to complete.

Department's Next Steps (if approved):

Return IGA to ADHS for signature and sign formal Statement of Intent for PHAB to initiate the accreditation process.

Impact of NOT Approving/Alternatives:

Unable to apply for PHAB accreditation and lost opportunity to take advantage of this funding source.

To BOS Staff: Document Disposition/Follow-Up:

Need signatures on two IGAs, return to CHSS for distribution.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

IGA for PH Accreditation



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS14-063015

ARIZONA DEPARTMENT OF
HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: Accreditation

Begin Date: January 6, 2014

Geographic Service Area: Cochise County

Termination Date: September 30, 2014

1.1.1.1

1.1.1.2 Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- | | |
|--|---|
| <input checked="checked" type="checkbox"/> | Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182. |
| <input type="checkbox"/> | Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation. |
| <input type="checkbox"/> | School Districts: A.R.S. §§ 11-951, 11-952, and 15-342. |
| <input type="checkbox"/> | City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix. |
| <input type="checkbox"/> | City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe. |
| <input type="checkbox"/> | Other: Federal Agency |

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____		FOR CLARIFICATION, CONTACT: Name: <u>Mary Gomez, Director</u> Phone: <u>520-432-9404</u> Email: <u>mgomez@cochise.az.gov</u>	
Federal Employer Identification No.: _____			
Tax License No.: _____			
Contractor Name: Cochise Health & Social Services		This Contract shall henceforth be referred to as Contract No. ADHS14-063015 The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.	
Address: 1415 West Melody Lane, Building A Bisbee, Arizona 85603-3090			
CONTRACTOR SIGNATURE: The Contractor agrees to perform all the services set forth in the Agreement and Work Statement			
Signature of Person Authorized to Sign _____ Date _____		State of Arizona Signed this _____ day of _____, 2014	
Print Name and Title _____		Procurement Officer _____	
CONTRACTOR ATTORNEY SIGNATURE: Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.		RESERVED FOR USE BY THE SECRETARY OF STATE Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.	
Signature of Person Authorized to Sign _____ Date _____			
Print Name and Title _____			
Attorney General Contract, No. P0012012000033, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General. The Attorney General, BY:			
Signature _____ Date _____ Assistant Attorney General:			

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS14-063015	TERMS AND CONDITIONS

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:
 - 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract
 - 1.2 "ADHS" means Arizona Department of Health Services.
 - 1.3 "Budget Term" means the period of time for which the contract budget has been created and during which funds should be expended.
 - 1.4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
 - 1.5 "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
 - 1.6 "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
 - 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
 - 1.8 "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
 - 1.9 "Days" means calendar days unless otherwise specified.
 - 1.10 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
 - 1.11 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.12 "Materials" unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.
 - 1.13 "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
 - 1.14 "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
 - 1.15 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
 - 1.16 "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
 - 1.17 "State" means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS14-063015	TERMS AND CONDITIONS

2. Contract Type.

This Contract shall be: Fixed Price

3. Contract Interpretation.

- 3.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 3.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 3.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 3.3.1 Terms and Conditions;
 - 3.3.2 Statement or Scope of Work;
 - 3.3.3 Attachments;
 - 3.3.4 Referenced Documents.
- 3.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 3.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 3.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- 3.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. Contract Administration and Operation.

- 4.1 Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.
- 4.2 Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.
- 4.3 New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS14-063015	TERMS AND CONDITIONS

Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

- 4.4 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.5 Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6 Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
 - 4.6.1 Federal Funding. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
 - 4.6.2 State Funding. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7 Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9 Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4.10 Property of the State.
 - 4.10.1 Equipment. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
 - 4.10.2 Title and Rights to Materials. As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS14-063015	TERMS AND CONDITIONS

or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead: It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.

Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C 4), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

4.11 E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

4.12 Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS14-063015	TERMS AND CONDITIONS

immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

5 Costs and Payments

- 5.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.
- 5.2 Recoupment of Contract Payments
 - 5.2.1 *Unearned Advanced Funds*. Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.
 - 5.2.2 *Contracted Services*. In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.
 - 5.2.3 *Refunds*. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 5.2.1, Unearned Advanced Funds, or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.
 - 5.2.4 *Unacceptable Expenditures*. The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within forty-five (45) days of the determination of unacceptability.
- 5.3 Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.
- 5.4 Applicable Taxes
 - 5.4.1 *State and Local Transaction Privilege Taxes*. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 5.4.2 *Tax Indemnification*. The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS14-063015	TERMS AND CONDITIONS

require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3 I.R.S. W9 Form. In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6 Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

5.6.1 Accept a decrease in price offered by the Contractor;

5.6.2 Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3 Offer reductions in funding as an alternative to Contract termination; or

5.6.4 Cancel the Contract

5.7 Authorization for Provision of Services: Authorization for purchase of services under this contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this contract.

6. Contract Changes

6.1 Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2 Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3 Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

7. Risk and Liability

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS14-063015	TERMS AND CONDITIONS

- 7.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 7.2 Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.
- 7.3 Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- 7.4 Force Majeure.
- 7.4.1 Liability and Definition. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.
- 7.4.2 Exclusions. Force Majeure shall not include the following occurrences:
- 7.4.2.1 Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 7.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 7.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 7.4.3 Notice. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 7.4.4 Default. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS14-063015	TERMS AND CONDITIONS

7.5 Third Party Antitrust Violations The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

8. **Description of Materials** The following provisions shall apply to Materials only:

8.1 Liens The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

8.2 Quality Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8.2.1 Of a quality to pass without objection in the Contract description;

8.2.2 Fit for the intended purposes for which the Materials are used;

8.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

8.2.4 Adequately contained, packaged and marked as the Contract may require; and

8.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

8.3 Inspection/Testing Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

8.4 Compliance With Applicable Laws The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

8.5 Survival of Rights and Obligations After Contract Expiration and Termination.

8.5.1 *Contractor's Representations* All representations and warranties made by the Contractor under this Contract in paragraphs Seven (7) and Eight (8) shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter Five (5).

8.5.2 *Purchase Orders and Change Orders* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. **State's Contractual Remedies**

9.1 Right to Assurance If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.

9.2 Stop Work Order

9.2.1 *Terms* The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS14-063015	TERMS AND CONDITIONS

the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

9.2.2 Cancellation or Expiration. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3 Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4 Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. Contract Termination

10.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

10.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4 Termination Without Cause.

10.4.1 Both the State and the Contractor may terminate this Contract at any time with thirty (30) days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within five (5) days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS14-063015	TERMS AND CONDITIONS

10 4 3 If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10 5 Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10 6 Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10 7 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10 8 Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. **Arbitration** Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.

12. **Communication**

12 1 Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12 2 Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

13. **Client Grievances** If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

14. **Sovereign Immunity** Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS14-063015	TERMS AND CONDITIONS

waiver of any sovereign immunity defense in the event of suit

- 15 **Administrative Changes** The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.
- 16 **Survival of Terms After Termination or Cancellation of Contract** All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation
- 17 **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Strategic Enterprise Technology (ASET), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ASET/SISPO Chief Privacy Officer and HIPAA Coordinator.

- 18 **Comments Welcome** The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.
- 19 **Key Personnel** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor must agree to assign specific individuals to the key positions.
 - 1 The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the State.
 - 2 Key personnel are not available for work under this Contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the State, and shall, subject to the concurrence of the State, replace such personnel with personnel of substantially equal ability and qualifications.
- 20 **Data Universal Numbering System (DUNS) Requirement** For federal funding, pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity, domestic or foreign nonprofit organization, domestic or foreign for-profit organization; or Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity) may receive a subaward from ADHS unless the entity provides its Data Universal Numbering System (DUNS) Number to ADHS.

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS14-063015	SCOPE OF WORK

Public Health Accreditation Preparation Activities

1. BACKGROUND

The Arizona Department of Health Services (ADHS) is committed to achieving accreditation through the voluntary Public Health Accreditation Board (PHAB). The accreditation process focuses on improving public health services and outcomes by implementing Quality Improvement (QI) practices. In response to the accreditation standards, ADHS created the Managing for Excellence Program (MEP) concentrating on the accreditation requirements. In 2011 the Strategic Plan, one (1) of three (3) PHAB prerequisites, was updated. In 2014 ADHS will focus on the remaining two (2) PHAB prerequisites, a comprehensive 'Statewide Community Health Assessment' and the 'State Health Improvement Plan' (SHIP). An important component of the planning process is organizing partnerships across the State, collaborating with County Health Departments, and sharing information gathered from Community Health Assessments (CHA) and Community Health Improvement Plans (CHIP).

The Preventive Health and Health Services Block funding will be aimed at supporting local public health departments (LHDs) in undertaking accreditation preparation activities. Funding will be provided to LHDs to engage in activities that will demonstrate a measurable increase in their readiness to achieve Public Health Accreditation Board (PHAB) accreditation.

Each County will select two (2) or more categories of work, and two (2) or more deliverables within each category, based on an identified area of need around accreditation readiness.

Opportunities for peer networking, sharing, and technical assistance (TA) will be provided by ADHS.

Counties can select the deliverable(s) based on:

- 1.1 Feasibility for the LHD to undertake and complete within the project timeframe, and
- 1.2 Greatest benefit to the LHD in their accreditation readiness. Counties should only choose deliverables that that will be completed during the course of this project, and not those that have already been completed.

For each deliverable(s) selected, Counties will be required to describe the activities they propose to undertake in order to accomplish that deliverable, the corresponding timeframes, and expected outcomes. The County will also be required to provide an overall budget which will be used to reconcile expenditures by ADHS Local Health.

For contextual purposes, categories include references to the most closely related domains within the PHAB Standards and Measures. However, it is understood that work in one (1) or more of the categories may span across several PHAB domains indirectly, or in conjunction with other categories of work.

2. CATEGORIES SELECTED

2.1 Category 3: Building a Culture of Quality Improvement (related PHAB Domain: 9)

Quality improvement (QI) is the result of leadership support and requires staff commitment at all levels to build a culture of quality and ensure it is fully integrated into organizational structures, processes, services, operations, and more. Counties selecting this category may use this award to conduct activities that will show progress towards building a culture of Quality Improvement (QI) that will fulfill one (1) or more of the outlined deliverables (e.g., assessment of current QI culture and description of desired future state, plan for regularly communicating about QI activities, etc.)

2.2 Category 5: Using Award Funds for PHAB Fees:

Counties selecting any category who plan to submit their accreditation application to PHAB within the project period may choose to use award funds to pay for PHAB fees (see the PHAB fee schedule for

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS14-063015	SCOPE OF WORK

2013 & for 2014). If the County indicates they will use funding toward fees, please note that the required deliverable will be to provide evidence that the LHD has applied to PHAB within the project timeframe; award funds will not be remitted without that evidence. As such, it is important that LHDs applying for fees have carefully considered all PHAB application requirements and have developed a feasible plan to submit the application before May 31, 2014.

3. COUNTY RESPONSIBILITY

Each County funded shall:

- 3.1 Designate one (1) main point of contact with whom ADHS will directly communicate on all matters related to this project. This Project Coordinator will be responsible for submitting all deliverables, participating in peer networking conference calls or webinars, and completing evaluation activities;
- 3.2 Designate at least one (1) relevant staff member to attend the ADHS training on workforce development, QI and performance management. Funding for traveling to this training must be allocated from the total award amount to the county; and
- 3.3 Submit, per the Contract Scope of Work, all deliverables as selected in the Application and two (2) project update assessments. Selected deliverables will be posted to ADHS, MEP, website

4. ADHS' RESPONSIBILITIES

ADHS will provide:

- 4.1 A monetary award that will be paid in installments per agreed up on deliverables and price sheet; □
- 4.2 Opportunities for peer-to-peer networking among all selected LHDs and those within each category of work including hosted conference calls, as appropriate;
- 4.3 Access to virtual TA and guidance from ADHS staff, LHD peers/mentors, and/or potentially subject-matter experts related to the category of work for which the County received the award, as appropriate. (Please note that this guidance will be limited; if significant TA is necessary for a County to complete their work, Counties should plan to contract with a consultant/SME and budget for the expense within the Application); and
- 4.4 Connection to learning communities and national networks.

5. APPROVALS:

- 5.1 The ADHS will make payment in accordance to the Terms and Conditions and Scope of Work set forth in the Contract

6. DELIVERABLES

6.1 Category 3: **Building a Culture of Quality Improvement**

6.1.1 Detailed written description of process and criteria for identifying and initiating appropriate QI projects,

6.1.2 Detailed written description of the LHD's plan for regularly communicating about QI activities in the department, and evidence of at least three (3) of those mechanisms implemented, and

6.2 Category 5: **Using Award Funds for PHAB Fees**

6.2.1 Provide evidence to ADHS that the LHD has applied to PHAB within the project timeframe

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS14-063015	SCOPE OF WORK

7. NOTICES, CORRESPONDENCE, REPORTS AND INVOICES:

- 7.1 Notices, Correspondence, Reports and Invoices from the Contractor to ADHS should be sent to:

Arizona Department of Health Services
 Local Health
 Attention: Carol Vack
 150 18th Avenue, Suite # 520
 Phoenix, Arizona 85007
 Telephone: 602 542-7395
 Email: carol.vack@azdhs.gov

- 7.2 Notices, correspondence, and reports from ADHS to the Contractor shall be sent to:

Cochise Health & Social Services
 Attention: Mary Gomez, Director
 1415 West Melody Lane, Building A
 Bisbee, Arizona 85603-3090
 Tel: 520-432-9404
 Email: mgomez@cochise.az.gov

Contract Number	INTERGOVERNMENTAL AGREEMENT PRICE SHEET
ADHS14-063015	

PRICE SHEET
Effective January 6, 2014

ADHS will pay for completed Tasks monthly upon receipt of a Invoice from the County

Description	Budget Amount
Category 5: PHAB Fees to apply for Accreditation	\$27030 00
Category 3: Building a Culture of Quality Improvement. Detailed written description of process and criteria for identifying and initiating appropriate QI projects	\$8985 00
Category 3: Building a Culture of Quality Improvement: Detailed written description of the LHD's plan for regularly communicating about QI activities in the department	\$8985.00
Total Contract Amount Not to Exceed	\$45,000 00

Regular Board of Supervisors Meeting**Meeting Date:** 02/25/2014

State and Federal Legislation Discussion

Submitted By: Arlethe Rios, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V **Recommendation:**
Presentation**Document Signatures:** **# of ORIGINALS**
Submitted for Signature:**NAME** na **TITLE** na
of PRESENTER: **of PRESENTER:****Mandated Function?:** **Source of Mandate**
or Basis for Support?:**Information****Agenda Item Text:**

Discussion and possible action regarding state and federal legislative matters, including but not limited to the items in the attached County Supervisors Association Legislative Policy Committee Agenda and the proposed State budget.

Background:

na

Department's Next Steps (if approved):

na

Impact of NOT Approving/Alternatives:

na

To BOS Staff: Document Disposition/Follow-Up:

na

Budget Information*Information about available funds***Budgeted:** ☐**Funds Available:** ☐**Amount Available:****Unbudgeted:** ☐**Funds NOT Available:** ☐**Amendment:** ☐**Account Code(s) for Available Funds**

1:

Fund Transfers**Attachments**MinutesLPC Agenda

**COUNTY SUPERVISORS ASSOCIATION
LEGISLATIVE POLICY COMMITTEE**

(Teleconference Made Available)

County Supervisors Association

1905 West Washington

Phoenix, Arizona

MINUTES

February 14, 2014

Call to Order: Mary Rose Wilcox 9:00 a.m.

Present in Person: Mary Rose Wilcox Maricopa County

Present Telephonically:

Barry Weller	Apache County
Tommie Martin	Gila County
James Palmer	Graham County
David Gomez	Greenlee County
D. L. Wilson	La Paz County
Gary Watson	Mohave County
Pete Rios	Pinal County
Manny Ruiz	Santa Cruz County
Tom Thurman	Yavapai County
Lenore Stuart	Yuma County

Absent: Ann English (Cochise), Mandy Metzger (Coconino), David Tenney (Navajo), Sharon Bronson (Pima)

Others present telephonically: Mike Pastor, John Marcanti, Russ Clark, Mike Ortega, Martin Willett, Robert Pickels, James Jayne, Hunter Moore, Joe Pierett, Cheryl Sluyter, Barry Aarons, Laura Tessier

Others present in person: Phil Bourdon, Jack Fields, Travis Lingenfelter, Rick Bohan, Mark Barnes, Craig Sullivan, Penny Adams, Todd Madeksza, Kristin Cipolla, Dan Bogert, Yvonne Ortega

Supervisor Mary Rose Wilcox was standing in as chairman since President Palmer was attending telephonically.

Penny Adams called roll and a quorum was present.

Approval of the Minutes

Supervisor Manny Ruiz moved to approve the minutes of the February 7, 2014, Legislative Policy Committee meeting. Supervisor Lenore Stuart seconded the motion and the motion was approved unanimously.

Governor's Budget Recommendation Report / JLBC Baseline Budget and Transportation Update

Craig Sullivan reported next week is the last week to hear bills in the house of origin. Conversations continue among legislators on the major budget items. It is anticipated to see a budget resolution by midMarch. CSA is working with AACo on drafting a letter by the Sheriff's Association letter on the counties' budget priorities in order to help get out our message. CSA will continue to coordinate with counties to get the message out. As part of the focus to get the message out on the need to restore HURF, CSA has engaged Representative Fann, the chair of the House Transportation Committee, to provide a transportation report at the CSA Board of Directors meeting next week. Senator Burgess, the Senate Transportation Committee chair, has also been asked to appear. At the request of the Governor's Office, Craig met with the executive director, Jim Augsburg, of the Western Governors Association (WGA) and briefed him on the importance of PILT. The Governor

also briefed Mr. Augsbury on getting the WGA involved in the advocacy on the protection of PILT funding. The WGA did do a letter in support, and the Governor requested they make this a priority. CSA will also reach out to other counties in the western states to have their governors do a similar message. CSA provided information to Governor Brewer as background for her to do a similar letter about the importance of PILT and that should be completed shortly. In addition, Senator Griffin's memorial (SCM 1006), urging Congress to act on PILT, should be expedited, as well.

Supervisor Mary Rose Wilcox informed the group that Coconino was not present on today's teleconference because they are conducting new school superintendent interviews.

CSA Legislative Agenda

1. [HB 2149 state parks; SLIF fund distribution](#) (*Borrelli*). Dan Bogert reported the bill passed the House Agriculture & Water committee and is now assigned to the House Appropriations committee.
2. [HB 2218 fire districts reorganization elections](#) (*Fann*). Todd Madeksza reported the bill is expected to be assigned to the House Government committee.
3. [HB 2224 sale of fireworks; counties](#) (*Fann*). Todd reported CSA is in discussions with other stakeholders. It is expected it will be on a committee agenda next week in House Public Safety, Military and Regulatory Affairs.
4. [HB 2240 developmental disabilities; client income; retention](#) (*Brophy-McGee*). Todd reported he expects it to be on a House Reform and Human Services committee agenda next week. It has also been assigned to the House Appropriations committee.
5. [HB 2320 county seals; approval of use](#) (*J. Pierce*) / [SB 1116 county seal; board approval](#) (*McGuire*). Todd reported HB 2320 passed out of House Government committee this week. Senate bill 1116 is scheduled for Senate Government and Environment next week.
6. [HB 2531 court-ordered evaluation services; payment](#) (*Brophy-McGee*). Kristin Cipolla reported it is on the House Health committee agenda next week.
7. [SB 1271 county liens; abatements](#) (*Ward*). Todd reported it was assigned to the Senate Government and Environment committee, but failed to be placed on an agenda. CSA is working with the bill sponsor to identify a viable vehicle.

Legislative Bills for Discussion

Land and Forest Management

1. [HB 2536 best land management practices; appropriations](#). Dan reported it passed the House Energy, Environment and Natural Resources committee. It has also been assigned to the House Appropriations committee, but has not yet been scheduled for a hearing.
2. [HB 2578 municipalities; counties; wildland-urban interface regulation](#). Dan explained the bill.
3. [SB 1267 natural resource management; state agencies](#). Dan reported it has been assigned to the Senate Natural Resources and Rural Affairs committee, but has not yet been scheduled a hearing.
4. [SB 1268 natural resource protection fund](#). Kristin reported it has been assigned to the Senate Natural Resources and Rural Affairs committee, but has not yet been scheduled.
5. [SB 1292 Arizona resource advisory council](#). Kristin reported it is awaiting a Senate floor vote, after passing through its assigned committee and Rules.
6. [SB 1356 government land purchases; recording notification](#). Kristin reported it is scheduled for Senate Government and Environment committee on Monday at 2:00 p.m. next week. Kristin will research President Palmer's question on whether the bill included rights-of-ways for roads.
7. [SB 1458 conservation land; purpose; ownership](#). Kristin reported it is scheduled for the Senate Natural Resources and Rural Affairs committee next week.

Supervisor Wilcox requested CSA appraise Coconino County of these bills since they were unable to join today.

Planning and Zoning

8. [HB 2483 firearms; private lands; lawful discharge](#). Todd explained the bill. Supervisor Tom Thurman moved to oppose HB 2483. Supervisor Mary Rose Wilcox seconded the motion and the motion passed unanimously.

9. [HB 2553 political subdivisions; energy incentives; prohibition](#). Todd explained it has not yet been put on an agenda. CSA will continue to monitor and will send out an action alert should the bill move.
10. [SB 1227 municipalities; counties; energy efficient codes](#). Todd explained the bill. Supervisor Wilcox requested it be brought back next week.

Other

11. [HB 2046 disaster recovery; businesses; tax; regulation](#). Todd reported it passed its committee, but has not yet been listed on a Rules agenda. The chambers support it. CSA will continue to monitor it.
12. [HB 2379 special districts; secondary levy limits](#). Dan reported the bill was rereferred to the House Ways and Means committee where a strike everything amendment will be offered. CSA will send out a copy of the strike to counties. He noted that the CSA board voted to oppose this bill at last month's meeting. Craig stated that since the bill was scheduled for committee on Monday, he requested comments be sent as soon as possible about the strike amendment that CSA will send out.
13. [HB 2386 special districts; elections; financing; limits](#). Dan noted this bill was not listed on today's LPC agenda and is being reported on for informational purposes only. He stated it is scheduled for House Government on Tuesday. CSA will send out an alert if the strike everything amendment that is expected to be offered is passed. Todd commented that an addendum to the LPC agenda was sent out and requested members be aware of the order of the bills being discussed.
14. [HB 2634 ambulance services; certificates of necessity](#). Todd reported CSA will continue to monitor the bill.
15. [HB 2635 appropriations; law enforcement; county distribution](#). Todd reported on the bill.
16. [HB 2692 DPS; operating expenses; intent](#). Todd reported on the bill.
17. [SB 1200 elderly assistance fund; public outreach](#). Dan reported the bill had been assigned to the Senate Government and Environment committee, but was held. It has also been assigned to the Senate Appropriations committee.
18. [SB 1255 county transportation excise tax](#). Todd reported on the bill.

Next Meeting Date and Time

Supervisor Wilcox reported that the next meeting would be held in conjunction with the CSA Board of Directors meeting on Thursday, February 20, at 10:00 a.m. The following LPC meeting will be on Friday, February 28, at 9:00 a.m.

Other Business

In response to President Palmer's query, Craig reported that the energy tax exemption bill went through the Finance committee on Wednesday. The Governor's Office is aware of CSA's concerns and has authorized a meeting for CSA to meet with the Department of Revenue early next week.

Supervisor Wilcox thanked everyone for their participation.

Adjournment

There being no further business, Supervisor Wilcox adjourned the meeting at 9:51 a.m.



County Supervisors

A S S O C I A T I O N
o f a r i z o n a

1905 W. Washington St., Ste. 100, Phoenix, AZ 85009
(602) 252-5521 fax: (602) 253-3227

**COUNTY SUPERVISORS ASSOCIATION
BOARD OF DIRECTORS
AGENDA
February 20, 2014
Boardrooms A and B
(Teleconference Available)
County Supervisors Association
1905 W. Washington St.
Phoenix, AZ**

10:00 a.m. Call to Order / Pledge / Prayer ~ *President James Palmer*

1) Administrative Matters

- ❖ Approval of the Minutes of the January 23, 2014, Board of Directors Meeting (*previously distributed*)
- ❖ Approval of the Minutes of the February 14, 2014, Legislative Policy Committee Meeting (*previously distributed*)

2) Transportation ~ *The Honorable Karen Fann, House Transportation Committee Chair*
~ *The Honorable Judy Burgess, Senate Transportation Committee Chair (Invited)*

3) [HB 2460 probation; community supervision; search; seizure](#) ~ *Lt. Tom Boelts, Yavapai County Sheriff's Office*

4) [HB 2060 PSPRS oversight; rulemaking; procurement](#) ~ *Brian Tobin, PSPRS Chairman*

5) Approval of CSA Building Maintenance Fund Re-capitalization Proposal Recommended by CSA Executive Committee

6) Legislative Policy Committee Discussion

- ❖ Budget Update
- ❖ Legislation for Discussion
 - [HB 2594 public construction; business losses; compensation](#) (*Allen*)
 - [SB 1149 technical correction; prisoner education; budget](#) (*Farnsworth*) *striker: constables; salaries*
 - [SB 1227 municipalities; counties; energy efficient codes](#) (*Crandell*)
 - [SB 1249 dangerous and incompetent defendants; commitment](#) (*Driggs*)
 - [SB 1413 taxes; manufacturers' electricity sales; exemption](#) (*Yarbrough*)
 - [SB 1483 county supervisors; population threshold; membership](#) (*Griffin*)
- ❖ CSA Statutory Agenda
 - [HB 2149 state parks; SLIF fund distribution](#) (*Borrelli*)
 - [HB 2218 fire districts reorganization elections](#) (*Fann*)
 - [HB 2224 sale of fireworks; counties](#) (*Fann*)
 - [HB 2240 developmental disabilities; client income; retention](#) (*Brophy-McGee*)
 - [HB 2320 county seals; approval of use](#) (*J. Pierce*) /
[SB 1116 county seal; board approval](#) (*McGuire*)
 - [HB 2531 court-ordered evaluation services; payment](#) (*Brophy-McGee*)
 - [SB 1271 county liens; abatements](#) (*Ward*)

7) County Federal Priorities



County Supervisors

A S S O C I A T I O N
o f a r i z o n a

CSA Board of Directors Meeting

February 20, 2014

Page Two of the Agenda

- 8) NACo Report
 - ❖ Upcoming: NACo Legislative Conference, March 1-5, 2014, Washington, D.C.
 - Breakfast With Arizona U. S. Representatives, March 4, 2014
 - Breakfast With Arizona U. S. Senators, March 5, 2014
- 9) County Managers Report
- 10) County Caucus Reports
- 11) Other Business
- 12) Adjourn

Attendance may occur by teleconference or videoconference

The County Supervisors Association Board of Directors may vote to order an executive session for the purposes of discussion on any of the agenda items. A.R.S. § 38-431.03(A)(1), (3), (4), and (5).

FY15 Executive Budget Recommendations and JLBC Baseline

Governor Brewer's Fiscal Year 2015 budget calls for a \$9.4 billion spending plan that supports the priorities she outlined in her State of the State address:

- **\$45.6 million** for transitioning the newly established Cabinet-level Child Safety & Family Services Division (CSFS), formerly CPS, away from the Department of Economic Services (DES), and increasing caseworker staff levels
- **\$40 million** for K-12 performance based funding
- **\$54 million** for one-time capital projects in the Arizona Department of Administration (ADOA) building system, State Prisons, and Universities, such as fire alarms, HVAC systems, electrical, and other fire safety projects
- **\$50 million** to be deposited into the "rainy day" fund
- **Executive Directive** to keep Fiscal Year 2016 structurally balanced

Additionally the Executive's proposal includes:

- **\$31 million** to reestablish a rural county exchange program that allows rural local government to access funds to assist them in accessing federal transportation project funding (does not include MAG & PAG member governments)
- **\$21 million** to complete the remaining parity phase-in, two years ahead of schedule
- **Sales tax (TPT) Exemption** for electricity used by manufactures (impact to county revenue is unknown at this point)

JLBC Baseline generally continues FY14 funding levels into FY15 while making relevant formula adjustments.

Some of the major difference between the Governor's budget recommendations and the JLBC Baseline are revenue projections. The total difference between the Executive and JLBC amount to about \$900 million in revenue difference over the three period FY15-FY17.

(Dollars in Millions) <i>*Figures may not add due to rounding</i>	FY 2015		FY 2016		FY 2017	
	Exec.	JLBC	Exec.	JLBC	Exec.	JLBC
Beginning Balance	\$676.1	\$655.2	\$244.0	\$327.4	\$236.4	\$0.0
On-going Revenues	\$8,928.4	\$8,708.1	\$9,391.3	\$9,061.1	\$9,822.5	\$9,465.1
On-going Expenditures	\$9,171.7	\$9,035.9	\$9,383.9	\$9,405.8	\$9,623.3	\$9,848.0
Ending Balance¹	\$244.0	\$327.4	\$236.5	(\$17.3)	\$420.6	(\$382.9)
Structural Balance²	(\$243.3)	(\$327.8)	\$7.4	(\$344.7)	\$199.1	(\$382.9)

¹ Executive ending balance includes \$188.9 million in onetime expenditures in FY15, and \$15 million in FY16 & FY17. Neither JLBC or Executive ending balances include the effects of operating debt buyback per the terms of the 2010 \$1.5 billion financing deal. JLBC estimates this impact could be \$210 million in FY17

² Reflects the differences between on-going revenues and expenditures, does not include any "rainy day" fund deposits

Select Items and Issues Directly Related to Counties

County Specific issues	JLBC Baseline	Exec. Recommendation
HURF Funds – In FY14 the State swept \$110M above the statutory limit from HURF to fund DPS operations. In FY14 counties lost \$20.9M.	Although JLBC acknowledges the proposal to restore \$120M for FY15 & FY16, returning \$20.9M to the counties each year, JLBC continues to include the HURF to DPS sweep in the Baseline.	Notes that the HURF sweep should be considered in future fiscal years, but continues the sweep in the proposal.
Sexually Violent Persons (SVP) – In FY14 the county share of the cost was reduced by \$1.8M from the 50/50 split with state through an appropriation for the commitment of an individual confined at the Arizona Community Protection and Treatment Center (ACPTC).	Keeps a provision similar to FY14, but instead of reducing the county share by \$1.8M JLBC changed the provision requiring the county to reimburse the state from 50% to 32% .	Continues the reimbursement requirement at a 50/50 split but does not continue the (\$1.8M) reduction.
Restoration to Competency (RTC) – Starting in FY10 counties were required to pay 100% for RTC services.	Both include flexibility language allowing counties to use any source of county revenue to make the payment.	
County Lottery Revenue - The FY14 budget provided a direct appropriation of \$550,000 to the 13 smaller counties instead of fully and permanently restoring lottery revenues for all 15 counties.	Both budgets provide a direct appropriation to 13 smaller counties - \$550,000 to each.	
Flexibility Language - Allows counties under 200,000 persons to access special funds to cover general county expenses.	Both budgets continue to allow counties under 200,000 persons to access special funds to cover general county expenses.	
State Aid to Indigent Defense – Funded through a portion of penalty assessment on fines and forfeitures, these monies were used for county cases requiring a public defender. The FY14 budget allowed the AG to use \$500,000 for post-conviction relief.	Continues to allow the Attorney General to use \$500,000 from the State Aid to Indigent Defense Fund for capital post-conviction relief. No other monies in the fund are appropriated.	Increases the appropriation to the AG by \$300,000 for a total of \$800,000 . No other monies in the fund are appropriated.

NOTE: Not all impacts to counties are listed. This is a preliminary review of the major issues and the direct county impacts.

Feb 20th LPC and Board Meeting

Bill Summaries

H2594: PUBLIC CONSTRUCTION; BUSINESS LOSSES; COMPENSATION

If "public construction" results in "business losses" (both defined), an owner may recover damages of up to three years of losses as compensation. Some exceptions. The owner may initiate proceedings for the business losses by serving the appropriate public entity with a notice of claim by certified mail within specified deadlines. The owner has the burden of proof in any administrative or judicial proceedings to show that the public construction resulted in business losses and the amount of compensation due.

First sponsor: Rep. Allen

H2594 Daily History

Date Action

PUBLIC CONSTRUCTION; BUSINESS LOSSES; COMPENSATION 2/11 referred to House gov.

S1149: TECH CORRECTION; PRISONER EDUCATION; BUDGET

Minor change in Title 31 (Prisons and Prisoners) related to prisoner education services budget. Apparent striker bus.

First sponsor: Sen. D. Farnsworth

S1149 Daily History

Date Action

TECH CORRECTION; PRISONER EDUCATION; BUDGET 2/17 further referred to Senate pub safety.

TECH CORRECTION; PRISONER EDUCATION; BUDGET 1/22 referred to Senate rules only.

S1227: MUNICIPALITIES; COUNTIES; ENERGY EFFICIENT CODES

Municipalities and counties are prohibited from adopting as mandatory any building code, ordinance or other legal requirement that is related to energy efficiency, energy conservation or green construction in new construction, and from denying any license or building permit or imposing any fine on a person for failure to comply with such a requirement. Does not apply to any legal requirement that was adopted and effective before the effective date of this legislation.

First sponsor: Sen. Crandell

S1227 Daily History

Date Action

MUNICIPALITIES; COUNTIES; ENERGY EFFICIENT CODES 2/11 from Senate gov-env do pass.

MUNICIPALITIES; COUNTIES; ENERGY EFFICIENT CODES 1/28 referred to Senate gov-env.

S1249: DANGEROUS AND INCOMPETENT DEFENDANTS; COMMITMENT

The list of conditions under which the court may order a defendant to be involuntarily confined until an examination of competency to stand trial is completed is expanded to include that the defendant is charged with a "serious offense" or a "violent or aggravated felony" (both defined elsewhere in statute). If a mental health expert determines that there is no substantial probability that a defendant will regain competency to stand trial within 21 months, the expert's report must include whether the defendant should be considered "dangerous" (defined). If an incompetent defendant is found to be not restorable to competency, the state may request a hearing to determine if the defendant is dangerous and should be involuntarily committed. If the court finds by clear and convincing evidence that the defendant is dangerous, the court is required to order the defendant committed to a secure facility.

First sponsor: Sen. Driggs

Others: Sen. Murphy, Sen. Worsley

S1249 Daily History

Date Action

DANGEROUS AND INCOMPETENT DEFENDANTS; COMMITMENT 2/17 Senate jud amended; report awaited.
DANGEROUS AND INCOMPETENT DEFENDANTS; COMMITMENT 1/28 referred to Senate jud.

S1413: TAXES; MANUFACTURERS' ELECTRICITY SALES; EXEMPTION

The list of deductions from the tax base for the utilities classification is expanded to include gross proceeds of sales or gross income derived from sales of electricity for use in manufacturing or smelting operations. Use taxes do not apply to the purchase price of electricity for use in manufacturing or smelting operations. Municipalities are prohibited from levying a transaction privilege or other similar tax or fee on the gross proceeds of sales or gross income derived from sales of electricity for use in manufacturing or smelting operations. Effective from and after the last day of the month of the general effective date of the 51st Legislature, second regular session.

First sponsor: Sen. Yarbrough

Others: Sen. Barto, Sen. Driggs, Rep. Gray, Rep. Lesko, Sen. McComish, Sen. Murphy, Sen. S. Pierce, Sen. Worsley, Sen. Yee

S1413 Daily History

Date Action

TAXES; MANUFACTURERS' ELECTRICITY SALES; EXEMPTION 2/13 from Senate fin do pass.
TAXES; MANUFACTURERS' ELECTRICITY SALES; EXEMPTION 2/10 referred to Senate fin.

S1483: COUNTY SUPERVISORS; POPULATION THRESHOLD; MEMBERSHIP

If approved by a majority of qualified electors of a county with a population of 125,000 persons but not more than 75,000 persons, the county board of supervisors must consist of five members. The board of supervisors of a county with a population of 125,000 persons but not more than 75,000 [Editor's Note: The population figures are taken directly from the bill text and appear to be a drafting error.] persons is required to submit to the voters the question of whether to elect five members to the board instead of three at a special election called for this purpose. The special election must be held before the first Monday in January preceding the next general election. If the voters approve, the board of supervisors is required to redistrict the county pursuant to statute.

First sponsor: Sen. Griffin

S1483 Daily History

Date Action

COUNTY SUPERVISORS; POPULATION THRESHOLD; MEMBERSHIP 2/17 Senate gov-env amended; report awaited.
COUNTY SUPERVISORS; POPULATION THRESHOLD; MEMBERSHIP 2/5 referred to Senate gov-env.

New Title

51st Legislature - 2nd Regular Session, 2014

Tuesday, Feb 18 2014 2:15 PM

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CSA Legislative Agenda

Bill Summaries

H2149: STATE PARKS; SLIF FUND DISTRIBUTION

Monies in the State Lake Improvement Fund must be dedicated annually for uses specified by the State Parks Board, which may include distributions to the Game and Fish Commission, and must be distributed at least annually to county boards of supervisors or municipal governing bodies, or both, to fund projects on waters where gasoline powered boats are permitted.

First sponsor: Rep. Borrelli

Others: Sen. Barto, Rep. Carter, Sen. Crandell, Rep. Fann, Rep. Gowan, Rep. Livingston, Rep. Lovas, Rep. Mesnard, Rep. Mitchell, Rep. Orr, Sen. Reagan, Sen. Shooter, Rep. Thorpe, Rep. Townsend, Sen. Ward

H2149 Daily History

Date Action

STATE PARKS; SLIF FUND DISTRIBUTION 2/12 from House agri-water with amend [#4118](#).

STATE PARKS; SLIF FUND DISTRIBUTION 1/22 referred to House agri-water, appro.

H2218: FIRE DISTRICT REORGANIZATION ELECTIONS

Various changes to statutes governing elections to reorganize a fire district, including requiring any person seeking election to the governing body that would be formed or expanded upon reorganization to comply with the nomination requirements for a candidate prescribed in state statute, including filing a nomination paper and nomination petitions.

First sponsor: Rep. Fann

H2218 Daily History

Date Action

FIRE DISTRICT REORGANIZATION ELECTIONS 1/22 referred to House gov.

H2224: SALE OF FIREWORKS; COUNTIES

Counties are authorized to regulate the sale and use of permissible consumer fireworks in unincorporated areas of the county when a federal or state agency implements state one fire restrictions in any portion of the county. Previously, counties were permitted to regulate the use of fireworks during times when there was a reasonable risk of wildfires in the county.

First sponsor: Rep. Fann

Others: Rep. Borrelli, Rep. Boyer, Rep. Cardenas, Rep. Coleman, Rep. Mesnard, Rep. Otondo, Rep. Peshlakai, Rep. Pratt, Rep. Saldate, Rep. Shope, Rep. Steele, Sen. Ward

H2224 Daily History

Date Action

SALE OF FIREWORKS; COUNTIES 1/28 referred to House pub-mil-reg.

H2240: DEVELOPMENTAL DISABILITIES; CLIENT INCOME; RETENTION

Increases the minimum amount of a Department of Developmental Disabilities client's income or benefits that must be retained for the client's personal use to 30 percent, from 12 percent.

First sponsor: Rep. Brophy McGee

H2240 Daily History

Date Action

DEVELOPMENTAL DISABILITIES; CLIENT INCOME; RETENTION 1/22 referred to House ref-hu ser.

H2320: COUNTY SEALS; APPROVAL OF USE

A person is permitted to use, display or otherwise employ a copy or other resemblance of the county seal only after obtaining approval from the county board of supervisors. The board of supervisors may grant approval to any person showing good cause for a proper purpose, and may adopt rules for the use of the county seal. Knowing violations are a class 3 (mid-level) misdemeanor.

First sponsor: Rep. J. Pierce

H2320 Daily History	Date	Action
COUNTY SEALS; APPROVAL OF USE	2/12	from House gov do pass.
COUNTY SEALS; APPROVAL OF USE	2/11	House gov do pass; report awaited.
COUNTY SEALS; APPROVAL OF USE	1/22	referred to House gov.

H2531: COURT-ORDERED EVALUATION SERVICES; PAYMENT

If a person is eligible for federal behavioral health benefits, the cost of court ordered services provided by a county are a charge against the county in which the person resided to the extent of the nonfederal share of the cost of the service. If a person has private health insurance coverage, the person's private health insurer is considered the primary payor and the cost of court ordered services provided by a county will be a charge against the county only to the extent that the private health insurance benefits are insufficient to cover the full cost of the services.

First sponsor: Rep. Brophy McGee
Others: Sen. Begay, Sen. McComish, Sen. Pancrazi, Sen. S. Pierce, Sen. Reagan, Sen. Worsley

H2531 Daily History	Date	Action
COURT-ORDERED EVALUATION SERVICES; PAYMENT	1/30	referred to House hel.

S1116: COUNTY SEAL; BOARD APPROVAL

A person is permitted to use, display or otherwise employ a copy or other resemblance of the county seal only after obtaining approval from the county board of supervisors. The board of supervisors may grant approval to any person showing good cause for a proper purpose, and may adopt rules for the use of the county seal. Knowing violations are a class 3 (mid-level) misdemeanor.

First sponsor: Sen. McGuire
Others: Rep. Alston, Sen. Burges, Rep. Cardenas, Sen. Crandell, Sen. Driggs, Sen. D. Farnsworth, Sen. Gallardo, Sen. Hobbs, Sen. Landrum Taylor, Rep. Mach, Sen. McComish, Sen. Meza, Sen. Pancrazi, Rep. Pratt, Rep. Quezada, Sen. Reagan, Sen. Ward, Sen. Worsley, Sen. Yarbrough, Sen. Yee

S1116 Daily History	Date	Action
COUNTY SEAL; BOARD APPROVAL	2/18	from Senate gov-env with amend #4174 .
COUNTY SEAL; BOARD APPROVAL	1/21	referred to Senate gov-env.

S1271: COUNTY LIENS; ABATEMENTS

The sale of a real property tax lien or foreclosure of the right to redeem does not extinguish a county lien for nuisance abatement, dangerous building abatement, or abatement or injunction of rubbish, debris or dilapidated buildings.

First sponsor: Sen. Ward
Others: Rep. Borrelli

S1271 Daily History	Date	Action
COUNTY LIENS; ABATEMENTS	1/30	referred to Senate gov-env.



2014 Federal Legislative Priorities

IDENTIFY & IMPLEMENT A SUSTAINABLE FUNDING MECHANISM TO PROVIDE FULL FUNDING OF PAYMENT IN LIEU OF TAXES PROGRAM (PILT)

- The PILT program was established in 1976 to help offset losses in property taxes due to the tax-exempt status of federal land, and to partially reimburse for the costs incurred by counties for services provided on, or associated with federal public lands, including education, law enforcement, search and rescue, firefighting, parks and recreation, and other community services.
- Counties in Arizona received a total of **\$32.2 million** of PILT funds in FY2013.
- The national average PILT payment in FY2013 was \$0.66 per acre. If these lands were taxed, they would return significantly more and be taxed according to value.
- The Emergency Economic Stabilization Act of 2008 converted PILT to a mandatory classification and authorized the program for FY2008 through FY2012; in July, 2012, President Obama signed P.L. 112-141 extending mandatory spending for PILT to FY2013.
- Earlier this year, Congress failed to include funding for the PILT program in the Consolidated Appropriations Act, 2014, creating much turmoil among Arizona counties who were in the process of forming their budgets for the upcoming fiscal year. Although a one year extension of PILT funding was ultimately included in the Agriculture Act of 2014, the fiscal uncertainty and erosion of trust caused by such a delay will be untenable in future years. **It is critical for congress to identify a sustainable, long term funding mechanism for PILT in a timely manner.**

SUPPORT A SHORT-TERM REAUTHORIZATION OF THE SECURE RURAL SCHOOLS AND COMMUNITY SELF DETERMINATION ACT (SRS) & A LONG-TERM LEGISLATIVE SOLUTION FOR CONTINUED REVENUE SHARING PAYMENTS TO FOREST COUNTIES

- In 1908, SRS was enacted so that 25 percent of Forest Service revenues from timber sales, mineral resources and grazing fees, were returned to counties and states that have national lands, because they forgo the opportunity for private development. Over time, receipts from timber sales fluctuated.
- In 2000, the Secure Rural Schools Community Self-Determination Act (SRS) was enacted to stabilize payments to counties, including stabilized education and road maintenance funding. Approximately 15-20 percent of the funds are directly invested back into projects that benefit the national forest.
- SRS was reauthorized for one year in 2013 (through FY2013) as part of the Helium Stewardship Act (PL 113-40), but has not been reauthorized for FY2014.
- Lack of future reauthorization would result in the loss of funding for 729 rural counties, and the schools within them, across 41 states and Puerto Rico.
- Arizona would absorb dramatic reductions in funds for **rural schools, roads, and search and rescue** totaling **\$15 million per year.**



2014 Federal Legislative Priorities

AUTHORIZE A LONG-TERM SURFACE TRANSPORTATION PROGRAM WITH SUSTAINABLE REVENUE STREAMS

- Arizona counties are responsible for nearly 18,000 miles of roadway that connect with the state and federal highway system, close to 28 percent of the 65,262 total roadway miles in the State.
- The cost of building and maintaining surface systems has risen sharply during the past decade, surpassing inflation and far outpacing transportation funding streams.
- In their most recent Report Card for America's Infrastructure, the American Society of Civil Engineers (ASCE) rated 52 percent of the roads in Arizona as being in "poor or mediocre condition" which costs Arizona's drivers an estimated \$887 million a year in extra vehicle repairs.
- The Congressional Budget Office (CBO) reported in their February 2014 Baseline that the Highway Trust Fund will be facing a \$13 billion shortfall next year and \$95 billion shortfall by 2020.
- With the current transportation measure, MAP-21, expiring at the end of the fiscal year, Congress will need to craft the next generation of transportation funding laws, in doing so, Congress should **authorize a long-term and reliable transportation revenue stream to ensure funding is available to support current and future transportation projects as all levels of government.**

APPROVE & IMPLEMENT THE PUBLIC LANDS RENEWABLE ENERGY DEVELOPMENT ACT OF 2013 (HR 596)

- On February 8, 2013, Congressman Gosar introduced the Public Lands Renewable Energy Development Act of 2013 to share renewable energy royalty revenues from federal lands with states and counties.
- HR 596 develops a leasing system for renewable energy that returns a portion of the royalty revenues to the states and counties in recognition of the additional staff time and capital cost incurred from permitting and siting this type of development.
- The responsible development of renewable energy projects, and the resulting job growth for our local communities, is of utmost importance as Arizona counties continue to feel the ongoing effects of the recession.
- The shared revenues from renewable energy development projects can be used by counties to support land, wildlife, and water management issues in affected areas
- As the priorities for the coming legislative year are set, **Congress should support the economic development opportunities on public lands and encourage the development of renewable energy sources by approving the Public Lands Renewable Energy Act of 2013.**



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602.252.6563 Fax: 602.254.0969
Buster Johnson, Mohave County Supervisor, President
Jennifer Sweeney Marson, Executive Director



County Supervisors
ASSOCIATION
of arizona

1905 W. Washington St., Ste. 100, Phoenix, AZ 85009
(602) 252-5521 Fax: (602) 253-3227
James Palmer, Graham County Supervisor, President
Craig A. Sullivan, Executive Director

January 21, 2014

Dear Arizona Delegates:

On behalf of the County Supervisors Association of Arizona and the Arizona Association of Counties we would like to invite you to have breakfast with the Arizona congressional delegation while you are in Washington, D.C., for the NACo Legislative Conference.

This year CSA and AACo will be co-hosting two breakfasts to allow for extensive access to all of Arizona's congressional members. As you know, in years past, the Senators have been very gracious with their time and willingness to answer questions at the breakfast. That success has helped us in scheduling a breakfast with the House members, as well.

The House breakfast will be on Tuesday, March 4, at 8:00 a.m. in the **Rayburn House Office Building, Room B338**. The event should be completed in time to return to the NACo General Session that begins at 10:00 a.m.

The Senate breakfast will occur on Wednesday, March 5, at 8:30 a.m. in the **Russell Senate Office Building, Room 385**. There are no conflicting NACo events that morning.

Please RSVP by February 14, 2014, to either Penny Adams at pennya@countysupervisors.org (452-4502) or Sue Anderson at sanderson@azcounties.org (252-6563 x 221).

We look forward to spending some time with everyone in Washington, D.C., and we hope that you can join us for both of these special events.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jennifer Sweeney Marson".

Jennifer Sweeney Marson
Executive Director
Arizona Association of Counties

A handwritten signature in blue ink, appearing to read "Craig A. Sullivan".

Craig A. Sullivan
Executive Director
County Supervisors Association of Arizona